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NEW DELHI, SATURDAY, NOVEMBER 27, 1982/AGRAHAYANA 6, 1904

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह भलग संकलन के क्षम में रखा जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांघिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली, 10 नवम्बर, 1982

क्रा० आ० 3903.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम-10 के उन्नियम (4) के अनुसरण में यह मन्त्रालय के नियन्त्रित कार्यालयों को, जिनके कर्मकारी व्यक्ति ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करता है—

- 1 मुख्यालय महानिरीक्षक
सी० सु० बल, श्रीनगर।
- 2 मुख्यालय महानिरीक्षक
सी० सु० बल, जम्मू।
- 3 मुख्यालय महानिरीक्षक
सी० सु० बल, पंजाब।
- 4 मुख्यालय महानिरीक्षक
सी० सु० बल, (राज घोर गंगा)
जोधपुर।
- 5 मुख्यालय महानिरीक्षक
सी० सु० बल, पूर्वोत्तर सीमान्त
शिलांग।
- 6 मुख्यालय उप महानिरीक्षक
सी० सु० बल, बीकानेर।
- 7 मुख्यालय उप महानिरीक्षक
सी० सु० बल, जोधपुर।

[संख्या 12017/1/82-हिन्दी]

सी० एम० राव, उप सचिव

MINISTRY OF HOME AFFAIRS

New Delhi, the 10th November, 1982

S. O. 3903.—In pursuance of sub-rule (4) of the Official Languages (use for Official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Ministry of Home Affairs the Staff offices whereof have acquired the working knowledge of Hindi:—

1. HQ Inspector General
B.S.F.,
Srinagar.
2. HQ Inspector General
B.S.F.,
Jammu.
3. HQ Inspector General
B.S.F.,
Punjab.
4. HQ Inspector General
B.S.F.,
R&G Jodhpur.
5. HQ Inspector General
North Eastern Frontier
Shillong.
6. HQ Deputy Inspector General
B.S.F.,
Bikaner.
7. HQ Deputy Inspector General
B.S.F.,
Jodhpur.

[No. 12017/1/82-Hindi]
B. M. RAO, Deputy Secy.

कुदाल जांच आयोग
पांचों शास्ति प्रतिष्ठान और अन्य संगठनों के बारे में

नई दिल्ली, 13 नवम्बर, 1982

का० आ० 3904.—सर्वसाधारण की सूचना के लिए प्रधिसूचित किया जाता है कि विद्यान भवन एनेक्स में अस्थाई तौर पर स्थित आयोग का कार्यालय 22-11-82 से निम्नलिखित पाले पर काम करना शुरू करेगा :—

कमरा सं० 13, 'G' लेवल,

दूसरी मंजिल,

लोक नायक भवन,

आत माकिट के पास नई दिल्ली, 110003

आयोग के प्रावेश से
[सं० 6/1/82-के सी आई]

बी० एम० क० मट्टू, सचिव

KUDAL COMMISSION OF INQUIRY

ON

GANDHI PEACE FOUNDATION AND OTHER
ORGANISATIONS

New Delhi, the 13th November, 1982

S.O. 3904.—It is notified for the information of the general public that the office of the Commission which was temporarily located at Vigyan Bhavan Annex will start functioning at the following address with effect from 22-11-1982 :

Room No. 13, 'C' Wing,
1Ind Floor,
Lok Nayak Bhavan,
Near Khan Market,
New Delhi-110003.

By order of the Commission
[No. 6/1/82-KCI]
B. M. K. MATOO, Secretary

वित्त संचालन

(राजस्व विभाग)

नई दिल्ली, 6 अगस्त, 1982

(आय-कर)

का० आ० 3905.—केन्द्रीय सरकार, आय-कर प्रधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (v) द्वारा प्रवल शक्तियों का प्रयोग करते हुए, "इंडियन मेडिकल 'एजुकेशनल एंड बैलिफर सेवन' इंडिपेंटिस्ट्स" को निर्धारण वर्ष 1980-81 से 1982-83 के अस्तंगत आने वाली प्रक्रिया के लिए उक्त धारा के प्रयोगनार्थ प्रधिसूचित करती है।

[सं० 4857 / का० सं० 197/51/79 आ० का० (प०-1)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 6th August, 1982

(INCOME-TAX)

S.O. 3905.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Indian Medical Educational and Welfare Service

of Seventh-day Adventists" for the purpose of the said section for the period covered by the assessment years 1980-81 to 1982-83.

[No. 4857/F. No. 197/51/79-IT(AI)]
MILAP JAIN, Under Secy.

नई दिल्ली, 5 अगस्त, 1982

(आय-कर)

का० आ० 3906.—केन्द्रीय सरकार, आय-कर प्रधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (v) द्वारा प्रवल शक्तियों का प्रयोग करते हुए, "बास्ट्रो मानेसिपल मोमायटी" की निवारण वर्ष 1982-83 से 1984-85 तक के अस्तंगत आने वाली प्रक्रिया के लिए उम धारा के प्रयोगनार्थ प्रधिसूचित करती है।

[संका० 4933 / का० सं० 197/117/82-आ० का० (ए-1)]
मिलाप जैन, प्रबंध मनिय

New Delhi, the 5th October, 1982

(INCOME-TAX)

S.O. 3906.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Bombay Salesian Society" for the purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85.

[No. 4933/F. 197/117/82-IT(AI)]
V. B. SRINIVASAN, Dy. Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 29 अगस्त, 1982

(आय-कर)

का० आ० 3907.—सर्वसाधारण की जानकारी के लिए यह प्रधिसूचित किया जाता है कि केन्द्रीय प्रत्यक्ष कर बोर्ड ने आय-कर प्रधिनियम, 1961 की धारा 35अ की उपधारा (2) के खण्ड (क) के प्रयोगनों के लिए नीचे उल्लिखित संस्थान का तकनीकी-परामर्शी, इजीनियरी-परामर्शी और प्रबंधन-परामर्श के सीनों ही अंत्रों में अनुमोदन कर दिया है।

संस्थान

शेषायाई पेपर, एण्ड बोर्ड सिलिस्टेट, सेलम

यह अनुमोदन 4-11-1981 से प्रभावी है और तीन वर्ष की प्रक्रिया के लिए विधिमान्य है।

[सं० 4591/का० सं० 203/1/82-आ० टी० ए०-II]
प्रम० जी० सी० गोयल, प्रबंध सचिव

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 29th April, 1982

(INCOME-TAX)

S.O. 3907.—It is hereby notified for general information that the institution mentioned below has been approved by the Central Board of Direct Taxes for the purposes of clause (a) of sub-section (2) of Section 35D of the Income-tax Act, 1961 in all the three areas of Technological, Consultancy, Engineering Consultancy and Management Consultancy.

INSTITUTION

Seshasayee Paper and Boards Limited, Salem.

This approval tax effect from 4-11-1981 and is valid for a period of three years.

[No. 4591/F. No. 203/1/82-ITA-II]
M. G. C. GOYAL, Under Secy.

(आधिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 8 नवम्बर, 1982

का० आ० 3908.—बैंककारी विधियमन प्रधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की मिकारिंग पर एवं वाराणा यह घोषणा करती है कि:

(क) कि उक्त प्रधिनियम की धारा 10 की उपधारा (1) के खण्ड (ग) के उपखण्ड (i) और (ii) के उपबंध 28 जून, 1983 तक इंडियन ऑवरसीज बैंक पर उस सीमा तक लागू नहीं होगे, जहाँ तक ये उपबंध इसके अध्यक्ष तथा प्रबंध निदेशक हों, "फेल इंडियल एण्ड टेक्निकल कंसलटेंट्स आर्गेनाइजेशन लिंग" का निदेशक होने पर हमलिए पारंपरी लगाते हैं कि, वह कृपनी प्रधिनियम, 1956 (1956 का 1) के अन्यत यजीकृत करती है, और

(ख) कि उक्त प्रधिनियम की धारा 19 की उपधारा (3) के उपबंध 28 जून, 1983 तक उपर्युक्त बैंक पर उस सीमा तक लागू नहीं होगे, जहाँ तक उक्त उपबंध उक्त बैंक की केरल इंडस्ट्रियल एण्ड टेक्निकल कंसलटेंट्स आर्गेनाइजेशन लिंग की शेयर धारिता पर पारंपरी लगाते हैं।

[मंज्या 15/25/82-भा० ओ० III]
एन० डी० बत्रा, अवर अधिक

(Department of Economic Affairs)
(Banking Division)

New Delhi, the 8th November, 1982

S.O. 3908.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government, on the recommendation of the Reserve Bank of India, hereby declares—(a) that the provisions of sub-clauses (i) and (ii) of clause (c) of sub-section (1) of Section 10 of the said Act shall not apply upto the 28th June, 1983 to Indian Overseas Bank in so far as the said provisions prohibit its Chairman and Managing Director from being the Director of the Kerala Industrial and Technical Consultancy Organisation Ltd., being a company registered under the Companies Act, 1956 (1 of 1956), and

(b) That the provisions of sub-section (3) of Section 19 of the said Act shall not apply for a period upto the 28th June, 1983 to the above bank in so far as the said provisions prohibit it from holding shares in the Kerala Industrial and Technical Consultancy Organisation Ltd.

[No. 15/25/82-B. O. III]
N. D. BATRA, Under Secy.

नई दिल्ली, 9 नवम्बर, 1982

का० आ० 3909.—प्रादेशिक ग्रामीण बैंक प्रधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) धारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार, एवं द्वारा श्री डी० एन० महालदार को जम्मू रूरल बैंक, जम्मू का अध्यक्ष नियुक्त करती है तथा 5-6-1982 से प्रारम्भ होकर 4-6-1984 को समाप्त होने वाली अवधि को उम अवधि के रूप में निर्धारित करती है जिसके द्वारान श्री डी० एन० महालदार अध्यक्ष के रूप में कार्य करेंगे।

[मंज्या एफ० 2-11/81-भा० ओ० बी०]

New Delhi, the 9th November, 1982

S.O. 3909.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri T. N. Mahaldar as the Chairman of the Jammu Rural Bank, Jammu and specifies the period commencing on the 5-6-1982 and ending with the 4-6-1984 as the period for which the said Shri T. N. Mahaldar shall hold office as such Chairman.

[No. F. 2-11/81-RRB]

नई दिल्ली, 10 नवम्बर, 1982

का० आ० 3910.—प्रादेशिक ग्रामीण बैंक प्रधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) धारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार, एवं द्वारा श्री हरिहर राम नागर को बाराबंकी ग्रामीण बैंक, बाराबंकी का अध्यक्ष नियुक्त करती है तथा 9-10-82 से प्रारम्भ होकर 8-10-85 को समाप्त होने वाली अवधि को उम अवधि के रूप निर्धारित करती है जिसके द्वारान हरिहर राम नागर अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एफ० 2-13/82-भा० प्रा० ओ० बी०]
राम बेहरा, अवर सचिव

New Delhi, the 10th November, 1982

S.O. 3910.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri Harihar Ram Nagar as the Chairman of the Barabanki Gramin Bank, Barabanki and specifies the period commencing on the 9-10-82 and ending with the 8-10-85 as the period for which the said Shri Harihar Ram Nagar shall hold office as such Chairman.

2. This is in supersession of the Ministry of Finance, Department of Economic Affairs, Banking Division, notification of even number dated 22-5-1982.

[No. F. 2-13/82-RRB]
RAM BEHRA, Under Secy.

समाहर्तालय केन्द्रीय उत्पाद शुल्क, पर्यावरण सं० 10, इंदौर

अधिसूचना सं० 13/82

इंदौर, 30 अक्टूबर, 1982

का० आ० 3911.—अधीक्षक, केन्द्रीय उत्पाद शुल्क समूह 'ब' के पद पर पदोन्नति होने पर श्री जी० ए० केलकर निरीक्षक, केन्द्रीय उत्पाद शुल्क ('ब० ओ०') न अधीक्षक मूल्यालय कार्यालय इंदौर समूह 'ब' के पद पर विनाक 29-9-82 (पूर्णिमा) को कार्यभार ग्रहण कर निया है।

[प० स० II (3) 9-गोपा० 81/227]
एम० के० धर, समाहर्ता

CENTRAL EXCISE COLLECTORATE, M.P. POST BAG NO. 10, INDORE

NOTIFICATION NO. 13/82

Indore, the 30th October, 1982

S.O. 3911.—Consequent upon his promotion as Superintendent, Central Excise, Group 'B', Shri G. A. Kelkar, Inspector of Central Excise, (S. G.) has assumed the charge as Superintendent, Central Excise, Group 'B' Hqrs. Office, Indore on 29-9-82 (F.N.).

[C. N. II(3) 9-Con/81/57561
S. K. DHAR, Collector

बाणिज्य भौत्रालय

भूत्य मिर्यन्त, आधात-मिर्यत का कार्यालय

आवेदन

नई दिल्ली, 8 नवम्बर, 1982

का० आ० 3912.—सर्वश्री टाइपराइटर एण्ड आफिस एप्लायेसिम (इंडिया) क० प्रा० लि०, 72-अरमनियन स्ट्रीट, मद्रास-1 को ए-एम-81 प्रविष्टि के दौरान मणिनों/यन्त्रों के फालसू पुँजी के स्टाक और विकी हेतु आयात करने के लिए 5,666 रुपए भूत्य का एक आधात लाईसेंस सं० पी० /एफ/ 2027794/सी/एफएस/77/एच/80 दिनाक 7-10-80 प्रदान किया गया था।

सर्वश्री टाइपराइटर एण्ड आफिस एप्लायेसिम (इंडिया) क० प्रा० लि० ने अब उपर्युक्त लाईसेंस की सीमाशुल्क प्रयोजन प्रति की अनुलिपि जारी करने के लिए इस आधार पर आवेदन किया है कि मूल सीमाशुल्क प्रयोजन प्रति मद्रास निर्यात सदन के पास पंजीकृत कराने एवं आंशिक रूप से उपयोग करने के बाद खो गई है पार्टी इस बात से सहमत है कि यदि मूल सीमाशुल्क प्रयोजन प्रति बाद में मिल जाती है तो वह इस कार्यालय को रिकार्ड के लिए लौटा दी जाएगी।

अपने तरफ के समर्थन में, सर्वश्री टाइपराइटर एण्ड आफिस एप्लायेसिम क० प्रा० लि० ने आयात-निर्यात नियाविधि पुस्तक 1982-83 के परिचालित 15 के पैरा 352 के प्रनुगार एक शपथ पत्र बांधिल किया है। अधो-हस्ताक्षरी संतुष्ट है कि आयात लाईसेंस सं० पी० /एफ/ 2027794 दिनाक 7-10-80 की मूल सीमाशुल्क प्रयोजन प्रति खो गई है और निवेदा देता है कि लाईसेंस की सीमाशुल्क प्रयोजन प्रति की अनुलिपि अविवेक को जारी कर दी जाए। लाईसेंस की मूल सीमाशुल्क प्रयोजन प्रति रद्द कर दी गई है।

आयात लाईसेंस की सीमाशुल्क प्रयोजन प्रति की अनुलिपि घलग से जारी की जा रही है।

[मि० सं० 1-टी/स्पेशर्स/एएम-81/जी एस एस]

MINISTRY OF COMMERCE

Office of the Chief Controller of Imports and Exports

ORDERS

New Delhi, the 8th November, 1982

S.O. 3912.—M/s. The Typewriter & Office Appliances (India) Co. Pvt. Ltd., 72-Armanian Street, Madras-1, were granted an Import Licence No. P/F/2027794/C/XX/77/H/80 dated 7-10-80 for Rs. 5,666 only for the import of spares of machinery/instruments for stock and sale during AM-81 period.

M/s. The Typewriter & Office Appliances (India) Co., Pvt. Ltd., has now requested for the issue of duplicate copy of Custom Purposes Copy of the above licence on the ground that the Original Customs Purposes Copy has been lost after having been registered with Madras Customs House and utilised partly. The party agrees and undertakes to return the Original Customs Purposes Copy of the licence if traced later on to this office for record.

In support of their contention M/s. The Tyewriter & Office Appliances Co. Pvt. Ltd., have filed an affidavit as required as per para 352 of Chapter XV of Hand Book of Import-Export Procedures, 1982-83. The undersigned is satisfied that the Original Customs Purposes Copy of Import Licence No. P/F/2027794 dated 7-10-80 has been lost and directs that duplicate copy of the Customs Purposes Copy of the licence may be issued to the applicant. The original Customs Purposes Copy of the licence has been cancelled.

The Duplicate Copy of Customs Purposes Copy of Import Licence is being issued separately.

[F. No. 1-T/Spares/AM-81/GLS]

नई दिल्ली, 6 नवम्बर 1982

का० आ० 3913.—सर्वश्री एम० पी० इलैक्ट्रोनिक्स कापोरेशन, 28 न्यू रोहतक रोड, नई दिल्ली-110005 को 1982-83 के दौरान रंगीन टी० थी सेट्स के विनिर्माण के लिए इलैक्ट्रोनिक्स संचाटकों महिने पुँजी और संचाटकों के आयात के लिए 1,56,000 रुपए भूत्य का एक आधात लाईसेंस सं० पी० /एफ/ 2030116 दिनाक 13-10-82 प्रदान किया गया था।

2. सर्वश्री एम० पी० इलैक्ट्रोनिक्स कापोरेशन, 28, न्यू रोहतक रोड नई दिल्ली ने अब उपर्युक्त लाईसेंस की अनुलिपि प्रतियाँ जारी करने के लिए इस आधार पर आवेदन किया है कि मूल सीमाशुल्क प्रयोजन एवं मूल विनियमय नियंत्रण प्रति किसी भी सीमाशुल्क प्राधिकारी के पास पंजीकृत कराए और उपयोग किए जिनां ही छो गई हैं। सर्वश्री एम० पी० इलैक्ट्रोनिक्स कापोरेशन, नई दिल्ली सहमत है कि यदि मूल सीमाशुल्क प्रयोजन एवं मूल विनियमय नियंत्रण प्रति बाद में मिल जाएं हैं तो वह इस कार्यालय को रिकार्ड के लिए लौटा देने।

3. अपने तरफ के समर्थन में, सर्वश्री एम० पी० इलैक्ट्रोनिक्स कापोरेशन ने आयात निर्यात किया, विश्व पुस्तका 1982-83 के परिचालित 15 के पैरा 353 के प्रनुगार एक शपथ-पत्र बांधिल किया है। अधोहस्ताक्षर संतुष्ट है कि आयात लाईसेंस सं० पी० /एफ/ 2030116 दिनाक 13-10-82 की मूल सीमाशुल्क एवं मूल विनियमय नियंत्रण प्रयोजन प्रति खो गई है और निवेदा देता है कि लाईसेंस की सीमाशुल्क प्रयोजन एवं मूल विनियमय नियंत्रण प्रतियों की अनुलिपि प्रति जरी कर दी जाए। मूल, सीमाशुल्क एवं मूल विनियमय नियंत्रण प्रयोजन प्रतियों एवं दस्तावेज, रखद की जाती हैं।

4. आयात लाईसेंस की सीमाशुल्क एवं मूल विनियमय नियंत्रण प्रयोजन प्रतियों आवेदक को घलग से जारी की जा रही है।

[मि० सं० सीटीबी० /एस०/82-83 /जी एस एस]
संकार चन्द, उप मुख्य नियंत्रक
कर्ते, मुख्य नियंत्रक, आधात-निर्यात

New Delhi, the 6th November, 1982

S.O. 3913.—M/s. M. P. Electronics Corporation, 28, New Rohtak Road, New Delhi-110005 were granted an import licence No. P/F/2030116 dated, 13-10-82 for Rs. 1,56,000 only for import of parts and components including electronics components etc. for manufacture of colour TV Sets during 1982-83.

2. M/s. M. P. Electronics Corporation, 28, New Rohtak Road, New Delhi have now requested for issue of duplicate copies of above licence on the ground that the Original Customs Purposes Copy and Exchange Control Copy have been lost without being registered with the custom authority and utilised at all. M/s. M. P. Electronics Corporation, New Delhi agrees and undertakes to return the Original Customs Purposes Copy and Exchange Control Copy of the licence if traced later on to this office for record.

3. In support of his contention M/s. M. P. Electronics Corporation have filed an affidavit as required in terms of para 353 of Chapter XV of Hand Book of Import-Export Procedure, 1982-83. The undersigned is satisfied that the Original Customs Purposes Copy and Exchange Control Copy of import licence No. P/F/2030116, dated 13-10-82 have been lost and directs that duplicate copy of Custom Purposes Copy and Exchange Control Copy of the licence may be issued to the applicant. The Original Customs Purposes Copy and Exchange Control Copy of the licence have been cancelled.

4. The Duplicate Customs Purposes Copy and Exchange Control Copy of the import licence are being issued separately.

[File No. CTV/AU/82-83/GLS]
SHANKAR CHAND, Dy. Chief Controller
for Chief Controller of Imports
and Exports.

उप मुद्रण नियंत्रक, भावात-विवरण का कार्यलय

भ्रमन्तमर, 7 मितम्बर, 1982

विषय— सर्वश्री वेद सन्स स्टील्स एंड वाइस प्रा० लि०, भी० २०४३, फोकल पाईट, इन्डस्ट्रियल इस्टेट, मोहली, जिला रोपड के नाम से जारी किए गए 2625000 रुपए मूल्य के अधिक लाइसेंस सं० पी० प.ल।/0339289/ सी एक्सेक्यूटिव / 83 / जेड / 82 दिनांक 28-6-82 की विनियम प्रयोजन प्रति को रद्द करने का आदेश।

का० आ० 3914—सर्वश्री वेद सन्स स्टील्स एंड वाइस प्रा० लि० भी० २०४३; एण्ड 3 फोकल पाईट इन्डस्ट्रियल इस्टेट, मोहली प्रा० रोपड (पंजाब) को 525 मीट्रिक टन जस्तीकृत लेट शीट्स / कायल्स के भ्रावाल के लिए 2625000 रुपए मूल्य का एक अधिक लाइसेंस सं० पी० प.ल।/0339289/ सी० एक्सेक्यूटिव / 83 / जेड / 82 दिनांक 28-6-82 प्रदान किया गया था। उन्होंने उपर्युक्त लाइसेंस की मुद्रा विनियम प्रयोजन प्रति की अनुलिपि जारी करने के लिए हम आधार पर आवेदन किया है कि लाइसेंस की मूल मुद्रा विनियम प्रयोजन प्रति की सीमानुलक प्रतिकारी के पास पंजीकृत कराएँ बिना ही खो गई है। अस्थानात्म हो गई है, और आवेदक को उसके स्थान पर पूरे मूल्य अर्थात् 2625000 रुपये के लिए अनुलिपि प्रति जारी की जाए। मूल अधिक लाइसेंस (मुद्रा विनियम प्रति) सं० पी० प.ल।/339289 दिनांक 28-6-82 जिसका मूल्य 2625000 रुपये है को पूरे मूल्य के लिए रद्द किया गया गमन्ना जाए।

[मिमिल सं० अधिक 12 / एएम-83 / ईपी-1/एस भार /पाई०]

(Office of the Dy Chief Controller of Imports & Exports)

Amritsar, the 7th September, 1982

Subject.—Order for cancellation of Exchange Purpose Copy of Advance Licence No. P/L/0339289[C/X]83/Z/82 dt. 28-6-82 for 26,25,000 issued in favour of M/s. Vedsons Steels & Wires Pvt. Ltd. B-2 & 3, Focal Point, Industrial Estate, Mohali, Distt Ropar.

S.O. 3914.—M/s. Vedsons Steels & Wires Pvt. Ltd., B-2 & 3 Focal Point Industrial Estate, Mohali, Distt. Ropar (Pb.) were granted Advance Licence No. P/L/0339289[CXX]83[Z]82 dt. 28-6-82 for Rs. 26,25,000 for import of 525m. t. of Galvanised Plain sheets/coils. They have applied for issue of Duplicate Exchange Purpose Copy of the said licence on the grounds that the Exchange Purpose Copy of the said licence has been lost/misplaced without having been registered with any Customs Authority. They have declared that the said licence has not been utilised at all.

2. In support of this contention, the applicant has filed an affidavit on stamped paper duly sworn before the Executive Magistrate 1st Class Chandigarh.

3. I am satisfied that the Advance Licence No. P/L/0339289 dt. 28-6-82 for Rs. 26,25,000 (Exchange Purpose Copy) has been lost/misplaced and duplicate copy should be issued to the applicant in lieu thereof for the full value i.e. Rs. 26,25,000. The Original Advance Licence (Exchange Copy of the Import Licence No. P/L/0339289 dt. 28-6-82 for Rs. 26,25,000) may be deemed to have been cancelled for the full value of licence i.e. Rs. 26,25,000.

[No. Adv-12/AM 83/EP1/ASR Lic.]

विषय— सर्वश्री विकास इस्पात प्रा० लि० 320 राम दरबार, इन्डस्ट्रियल एरिया, फेज-2 चंडीगढ़ के नाम से जारी किए गए 2187500/- रुपये मूल्य के अधिक लाइसेंस सं० पी० प.ल।/0339291/ सी० एक्सेक्यूटिव / 83 / जेड / 82 दिनांक 28-6-82 की विनियम प्रयोजन प्रति को रद्द करने का आदेश।

का० आ० 3915—सर्वश्री विकास इस्पात प्रा० लि० 320 राम दरबार, इन्डस्ट्रियल एरिया, फेज-2 चंडीगढ़ को 437.5 मी० टन भी० पी० पी० एक्सेक्यूटिव / कायल्स के भ्रावाल के लिए 2187500 रुपये मूल्य का एक अधिक लाइसेंस सं० पी० प.ल।/0339291 दिनांक 28-6-82 प्रदान किया गया था। आवेदक ने उपरोक्त लाइसेंस की मुद्रा विनियम प्रयोजन प्रति की अनुलिपि जारी करने के लिए हम आधार पर आवेदन किया है कि किसी भी सीमानुलक प्रतिकारी के पास पंजीकृत कराएँ बिना ही इन लाइसेंस को मूल अधिक उपयोग किए बिना ही इन लाइसेंस को मूल अधिक उपयोग किए हैं।

2. अपने इस तर्क के समर्थन में आवेदक ने कार्यकारी दण्डाधिकारी चंडीगढ़ के सामने विधिवश शपथ लेकर स्टाम्प पेपर पर एक शाश्वत दाखिल किया है।

3. मैं संतुष्ट हूँ कि लाइसेंस सं० पी० प.ल।/0339291 दिनांक 28-6-82 (मुद्रा विनियम प्रयोजन प्रति) जिसका मूल्य 2187500/- रुपये है खो गई है। अस्थानात्म हो गई है, और आवेदक को पूरे मूल्य के लिए अनुलिपि प्रति जारी की जाए। मूल अधिक लाइसेंस सं० पी० प.ल।/0339291 दिनांक 28-6-82 मुद्रा विनियम प्रयोजन प्रति (जिसका मूल्य 2187500 रुपये है, पूरे मूल्य के लिए रद्द समझा जाए।

[म० 95/अधिक-95/एएम-83/ईपी/ 1/प्रमू/लाई०]

Subject.—Order for cancellation of Exchange Purpose Copy of Advance Licence No. P/L/0339291[CXX]83[Z]82 dt. 28-6-82 issued to M/s. Vikas Ispat Pvt. Ltd., 320-Ram Darbar, Industrial Area, Phase-II, Chandigarh for Rs. 21,87,500.

S.O. 3915.—M/s. Vikas Ispat Pvt. Ltd. 320-Ram Darbar, Industrial Area, Phase-II, Chandigarh were granted Advance Licence No. P/L/0339291 dt. 28-6-82 for Rs. 21,87,500 for import of 437.5 M.T. of G.P. Sheets/Coils. They have applied for issue of duplicate Exchange Purpose Copy of the said above mentioned licence on the grounds that the Exchange Purpose Copy of the said Advance Licence has been lost/misplaced without having been registered with any Customs Authority and utilised at all. They have declared that the said licence has not been utilised at all.

2. In support of this contention, the applicant has filed an affidavit on stamped paper duly sworn before the Executive Magistrate, Chandigarh.

3. I am satisfied that the Advance licence No. P/L/0339291 dt. 28-6-82 for Rs. 21,87,500 (Exchange Purpose Copy) has been lost/misplaced and duplicate copy should be issued to the applicant in lieu thereof for the full value. The Original Advance Licence (Exchange Purpose Copy of Import Licence No. P/L/0339291 dt. 26-6-82 for Rs. 21,87,500, may be deemed to have been cancelled for full unutilised value of Rs. 21,87,500.

[No. 95/Adv.-95/AM-83-EP1/ASR Lic.]

अमृतसर, 16 निवाम्बर, 1982

विषय:- सर्वधी शुदेश कुमार, 1734/1 कर्मन देवरी, अमृतसर के नाम में जारी 492000 रुपए मूल्य के अधिम लाईसेंस सं. पी/एल/0339392/सी/एक्सेस/84/जैड/82 दिनांक 31-7-82 को रद्द करने का आदेश।

कां आ० 3916.—सर्वधी शुदेश कुमार, 7734/1 कर्मन देवरी, अमृतसर को जिप फास्टनर्स के आवात के लिए 492000 रुपए मूल्य का एक अधिम लाईसेंस सं. पी/एल/0339392 दिनांक 31-7-82 और ही ई ई सी सं. 004496 दिनांक 16-8-82 प्रशान किया गया था। उन्होंने अनुलिपि लाईसेंस (दोनों सीमांशुक प्रयोजन प्रति एक एक्सेस की अधिम लाईसेंस के लिए इस आधार पर आवेदन किया है कि सीमांशुक एक विनियम प्रतियां और ही ई ई सी विना प्रयुक्त हुए खो गई हैं। अस्थानस्थ हो गई हैं। उन्होंने घोषित किया है कि उपर्युक्त लाईसेंस एवं ही ई ई सी की विकल्प भी प्रयोग में नहीं लाए गए हैं।

2. अपने लक्ष के मर्मथन में, आवेदक ने कार्यकारी दाखिलकारी अमृतसर के सामने विधिवत् गणधर नेकर स्टाम्प नेपर पर एक गणधर पत्र दाखिल किया है।

3. मैं सत्युप्त हूं कि 492000/- रुपए मूल्य का अधिम लाईसेंस सं. पी/एल/0339392 दिनांक 31-7-82 (सीमांशुक प्रयोजन प्रति मुद्रा विनियम नियंत्रण प्रति और ही ई ई सी) खो गई है। अस्थानस्थ हो गई है और अनुलिपि प्रतियां 492000/- रुपए मूल्य के लिए और ही ई ई सी आवेदक को जारी की जाए। मूल्य (दोनों प्रतियां अर्थात् सीमांशुक प्रयोजन एवं मुद्रा विनियम नियंत्रण प्रतियां लाईसेंस 0339392 दिनांक 31-7-82 जिसका मूल्य 492000/- रुपए था और ही ई ई सी सं. 004496 दिनांक 16-8-82 अपने 492000/- रुपए के पूरे अप्रयुक्त मूल्य के लिए रद्द समझा जाए।

[मिसिल सं. अधिम /72/एम-83/ईपीआई/एएलप्रार/नार्ड]

Amritsar, the 16th September, 1982

Subject.—Order for cancellation of Advance Licence No. P/L/0339392/C/XX/84/Z/82 dated the 31-7-82 for 492000 in favour of M/s. K. D. Sudesh Kumar 1734/1 Karmon Deori Amritsar.

S.O. 3916.—M/s. K. D. Sudesh Kumar 7734/1 Karmon Deori Amritsar were granted Advance Licence No. P/L/0339392 dated 31-7-82 for Rs. 492000 and DEEC No. 004496 dated 16-8-82 for the Import of Zip Fastner. They have applied for the issue of duplicate licence (both customs and exchange purpose copies) and DEEC on the grounds that the both customs and exchange copies and DEEC of the above said licence has been lost/misplaced without having been registered with any customs authority and utilised at all. They have declared that the above said licence with DEEC have not been utilised at all.

2. In support of their contention, the applicant has filed an affidavit on stamp paper duly sworn before the Executive Magistrate, Amritsar.

3. I am satisfied that the Advance Licence No P/L/0339392 dt. 31-7-82 for Rs. 492000 (Customs Purpose & Exchange purpose copy and DEEC) have been lost/ misplaced and duplicate copies should be issued to the applicant in lieu thereof for the full value of Rs. 492000 and DEEC. The Original(both copies is customs purpose and exchange control purpose) of the Import Licence No 0339392 dt. 31-7-82 for Rs. 492000 and DEEC No 004496 dt. 16-8-82 may be deemed to have been cancelled for the full unutilised value of Rs. 492000.

[File No. Adv./72/AM 83/EPI/ASR/Lic]

विषय:- सर्वधी शुदेश कुमार, 1734/1 कर्मन देवरी, अमृतसर के नाम में जारी किए गए 484400/-रुपए मूल्य के एक अधिम लाईसेंस सं. पी/एल-0339391/सी/एक्सेस/83/जैड/82 दिनांक 31-7-82 को रद्द करने का आदेश।

कां आ० 3917—सर्वधी शुदेश कुमार, 1734/1 कर्मन देवरी अमृतसर को जिप फास्टनर्स के आवात के लिए 484400/- रुपए मूल्य, का एक अधिम लाईसेंस सं. पी/एल/0339391/सी/एक्सेस/83/जैड/82 दिनांक 31-7-82 और ही ई ई सी सं. 004497 दिनांक 16-8-82 प्रशान किया गया था। उन्होंने अनुलिपि लाईसेंस (दोनों सीमांशुक प्रयोजन प्रति एक एक्सेस की अधिम लाईसेंस के लिए इस आधार पर आवेदन किया है कि वे विना सीमांशुक प्रतियां के पास चौकटी कराए और विना उपरोक्त में लाए जा रहा है। प्रशान नहीं हो गया है। उन्होंने यह घोषित किया है कि उपर्युक्त लाईसेंस एवं ही ई ई सी की प्रतियां जारी करने के लिए इस आधार पर आवेदन किया है कि सीमांशुक एक विनियम प्रतियां और ही ई ई सी विना प्रयुक्त हुए खो गई हैं। प्रशान घोषित किया है कि उपर्युक्त लाईसेंस एवं ही ई ई सी की प्रतियां जारी करने के लिए इस आधार पर आवेदन किया है कि सीमांशुक एक विनियम प्रतियां और ही ई ई सी विना प्रयुक्त हुए खो गई हैं।

2. अपने इस लक्ष के मर्मथन में आवेदक ने कार्यकारी दाखिलकारी, अमृतसर के सामने विधिवत् गणधर लेकर स्टाम्प नेपर पर एक गणधर पत्र भी दाखिल किया है।

3. मैं सत्युप्त हूं कि 484400/- रुपए मूल्य का अधिम लाईसेंस सं. पी/एल/0339391 दिनांक 31-7-82 (दोनों प्रतियां) और ही ई ई सी सं. 004497 दिनांक 16-8-82 स्थो गया है। अस्थानस्थ हो गया है। भले आवेदक को उसके स्थान पर पूरे मूल्य के लिए लाईसेंस एवं ही ई ई सी की अनुलिपि जारी कर दी जाए। आवात लाईसेंस सं. पी/एल/0339391 दिनांक 31-7-82 का मूल्य अधिम लाईसेंस (मुद्रा विनियम नियंत्रण प्रति एक सीमांशुक प्रयोजन प्रति) एवं ही ई ई सी सं. 004497 दिनांक 16-8-82 अपने पूरे 484400 रुपए के अप्रयुक्त मूल्य के लिए रद्द किए गए गमने जाएं।

[सं. अधिम 73/एएम-83/ईपीआई/एएलप्रार/एलआईसी]

Subject.—Order for cancellation of Advance Licence No. P/L-0339391/C/XX/83/Z/82 dt. 31-7-82 for Rs. 484400 issued to M/s. Ram Murti Raj Kumar, 1734/1 Karmon Deori, Amritsar.

S.O. 3917.—M/s. Ram Murti Raj Kumar, 1734/1, Karmon Deori, Asr. were granted Advance Licence No. P/L-0339391/C/X/83/Z/82 dt. 31-7-82 for Rs. 484400 and DEEC No. 004497 dt. 16-8-82 for import of Zip Fastner. They have applied for issue of duplicate Licence (Both) Customs purpose and exchange control copies) and DEEC of the above said Advance Licence on the grounds that the same has been lost/misplaced without having been registered with any custom authority and utilised at all. They have declared that the said licence and DEEC has not been utilised at all.

2. In support of this connection, the applicant has filed an affidavit on stamped paper duly sworn before the Executive Magistrate, Amritsar.

3. I am satisfied that the Advance Licence No. P/L-0339391 dt. 31-7-82 for Rs. 484400 (Both copies) has been lost/misplaced. DEEC No. 004497 dt. 16-8-82 has also been misplaced/lost. The duplicate licence and DEEC should be issued to the applicant in lieu thereof for the full value. The original Advance Licence (Exchange purpose copy and custom purpose copy) of import Licence No. P/L-0339391 dt. 31-7-82 and DEEC No. 004497 dt. 16-8-82 for Rs. 484400 may be deemed to have been cancelled for full unutilised value of Rs. 484400.

[No. Adv./AM-83/EPI/ASR/LIC]

विषय:- सर्वधी के टैक्स एस्टरनैशनल, 350 शास्त्री नगर, अमृतसर के नाम में जारी किए गए 600000 रुपए मूल्य के अधिम लाईसेंस सं. 339382 दिनांक 20-7-82 को रद्द करने का आदेश।

कां आ० 3918—सर्वधी के टैक्स एस्टरनैशनल 350 शास्त्री नगर, अमृतसर को जिप फास्टनर्स के आवात के लिए 600000 रुपए मूल्य का एक अधिम लाईसेंस सं. 0339382 दिनांक 20-7-82 प्रशान किया गया था। उन्होंने लाईसेंस (दोनों सीमांशुक प्रयोजन एवं मुद्रा विनियम नियंत्रण

नि) और वे इही ही मीं को प्रतिक्रिया करने के लिए उप प्राधार पर आवेदन किया है को मूल प्रतिक्रिया पत्र ही है जो बिना किसी सीमांगुलक प्राप्तिकारी के पास पंजीकृत कराया और बिना प्रपुत्र हुए खो गई है /अस्वानस्य से गई है।

2. अपने इस तर्फ के समर्थन में आवेदक ने कार्यकारी दफानिकारी अमृतसर के सामने विधिवत् घण्ट लेकर स्टाम्प पैपर पर एक घण्ट पत्र भी वालिया किया है।

3. मैं सत्याप्त हूँ कि 600000 रुपये का अधिक लाईसेंस सं. 0339382 दिनांक 20-7-82 सीमांगुलक प्रयोजन प्रति मुद्रा विनियम नियंत्रण प्रति एवं डी ई ई मी आवेदक से खो गया है /अस्वानस्य हो गया है और पूरे 60000 रुपये मूल्य के लिए आवेदक का प्रतिनिधि जारी की जाए। मूल प्राधार लाईसेंस सं. 0339382 दिनांक 20-7-82 (दोनों प्रतियों प्रथम सीमांगुलक प्रयोजन एवं मुद्रा विनियम नियंत्रण प्रतियों प्रियसका मूल्य 600000 रुपये है और वे इही ही सीं सं. 004503 दिनांक 17-8-82 अपने पूरे अध्ययन मूल्य के लिए गद्दर किए गए राशि जाएंगे।

[सं अप्रिम /70/एम-83/ई पी आई /एस आर /आई]
नठपत्र विहु, उप मुद्रा नियंत्रक,

Subject.—Order for cancellation of Advance Licence No. 0339382 dt. 20-7-82 for Rs. 600000 issued in favour of M/s. Kay Tex International, 350, Shastri Nagar, Amritsar.

S.O. 3918.—M/s. Kay Tex International, 350, Shastri Nagar, ASR were granted Advance Licence No. 0339382 dt. 20-7-82 and DEEC No. 004503 dt. 17-8-82 for Rs. 600000 for Import of Zip Fasteners. They have applied for issue of duplicate licence (both customs purpose and exchange control copies) and DEFC on the grounds that the both customs purpose copy and exchange control copy and DEEC have been lost/misplaced without having been registered with any custom authority and utilised at all. They have declared that the above said licence with DEEC has not been utilised at all.

2. In support of this contention, the applicant has filed an affidavit on stamped paper duly sworn before the Executive Magistrate, Amritsar.

3. I am satisfied that the Advance Licence No. 0339382 dt. 20-7-82 for Rs. 600000 (Custom purpose copy and Exchange control copy and DEEC) have been lost/misplaced and duplicate copy should be issued to the applicant in lieu thereof for the full value Rs. 6000000 and DEEC. The original (both copies that is custom purpose and exchange control purpose) of Import Licence No. 0339382 dt. 20-7-82 for Rs. 600000 and DEEC No. 004503 dt. 17-8-82 may be deemed to have been cancelled for full unutilised value of Rs. 600000.

[No. Adv/70/AM-83/EPI/ASR/LIC]
LACHHMAN SINGH, Dy. Chief Controller

उद्योग संचालन
ओद्योगिक विकास विभाग
आवेदक
नई विल्ली, 30 अक्टूबर, 1982

का० आ० 3199—केन्द्रीय सरकार, विकास परिवर्त (प्रक्रिया) नियम, 1952 के तियम्. 3, 4 और 5 के साथ पठित उद्योग विकास ओर विनियमन) प्राप्तिनियम, 1951 (1951 ए 65) की धारा 6 द्वारा प्रदल शक्तियों का प्रयोग करने हुए, निम्नलिखित व्यक्तियों को इस प्रावेश की सारीकृति से दो वर्ष तक की प्रवधि के लिए चीनी उद्योग विकास परिवर्त का गदस्य नियुक्त करनी है, अवश्य:

चीनी उद्योग विकास परिवर्त
अध्यक्ष

1. भविष्य, —
खाल विभाग, नई दिल्ली।
मदस्य-मविव
2. मंत्रकम् विविध, चीनी के प्रभारी,
खाल विभाग, कृषि मंत्रालय, नई दिल्ली।
मदस्य)
3. श्री ए० जी० कुरकर्णी, संसद मदस्य (जी० जी०)
४०, शाहजहां शेह, नई दिल्ली,
4. श्री प्रार० ए० माने, गांधी नदस्य (जी० जी०)
२० मीना बाग, नई दिल्ली,
5. श्री ए० मिगारवाहीवेल वन्द्र मदस्य (जी० जी०)
५. नार्थ एवेन्यू, नई दिल्ली।
6. महानिवेशक, तकनीकी विकास
उद्योग मंत्रालय, ओद्योगिक विकास-विभाग, नई दिल्ली
7. मुद्रा निवेशक,
चीनी निवेशालय, नई दिल्ली।
8. निवेशक, १
राष्ट्रीय चीनी संस्थान
कानपुर।
9. श्री० पी० ए० कौल,
प्रार्थक मनाहकार,
नागरिक पूति मंत्रालय, नई दिल्ली।
10. श्री क० वी० ए० मूर्ति,
संयुक्त मनाहकार,
योजना प्राधारण,
नई दिल्ली।
11. प्रबंध निवेशक
राष्ट्रीय महाकारिता विकास निगम,
५, श्री इस्टीट्यूशनल एरिया,
होज खाल, नई दिल्ली, 110016 या उत्तरा प्रनिनियि
12. श्री प्रार० ए० मातृ
मंत्रकम् महाप्रधान,
भारतीय ओद्योगिक विकास निगम,
वैकं आफ बडोदा विनियोग
१६, संसद मार्ग, नई दिल्ली।
13. प्रध्यक्ष इडिप्पन शुगर मिल्स एमोशेन,
शुगर हाउस, ३९, नेहरू प्लैस, नई दिल्ली।
14. प्रध्यक्ष, नेशनल फैडोरेन ओफ कापरेटिव शुगर
फैक्ट्रीज लि० सरसवरी हाउस चौथी मंजिन,
२७, नेहरू प्लैस, नई दिल्ली।
15. प्रध्यक्ष भारती, गमा विकास परिवर्त,
माहिकावाद, उत्तर प्रदेश,

[क० नं० ८ (१८) /८२/सी० जी० ए०]
क० क० जैवाल, निवेशक

,MINISTRY OF INDUSTRY
(Department of Industrial Development)
ORDER

New Delhi, the 30th October, 1982

S.O. 3919.—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951

(65 of 1951), read with rules 3, 4 and 5 of the Development Councils (Procedural) Rules, 1952 the Central Government hereby appoints, for a period of two years with effect from the date of this Order, the following persons to be members of the Development Council for Sugar Industry, namely :—

DEVELOPMENT COUNCIL FOR SUGAR INDUSTRY

CHAIRMAN

1. Secretary,

Department of Food, New Delhi.

MEMBER-SECRETARY

2. Joint Secretary, incharge of Sugar,

Department of Food, Ministry of Agriculture New Delhi.

MEMBERS

3. Shri A. G. Kulkarni, M. P. (Rajya Sabha),
89, Shahjehan Road, New Delhi.

4. Shri R. S. Mane, M. P. (Lok Sabha),
29, Meena Bagh, New Delhi.

5. Shri S. Singarvadivel, M. P. (Lok Sabha),
49, North Avenue, New Delhi.

6. Director General of Technical Development,
Ministry of Industry,
Department of Industrial Development, New Delhi

7. Chief Director,
Directorate of Sugar, New Delhi.

8. Director,
National Sugar Institute,
Kanpur.

9. Shri P. N. Kaul,
Economic Adviser,
Ministry of Civil Supplies, New Delhi.

10. Shri K. V. S. Murthi,
Joint Adviser,
Planning Commission, New Delhi.

11. Managing Director, National Cooperatives Development Corporation, 4, Sri Institutional Area, Haus Khas, New Delhi-110016 or his representative.

12. Shri R. N. Sahoo,
Joint General Manager,
Industrial Finance Corporation of India,
Bank of Baroda Building,
16, Sansad Marg, New Delhi.

13. The President, Indian Sugar Mills Association,
Sugar House, 39, Nehru Place, New Delhi.

14. The President, National Federation of Cooperative Sugar Factories Ltd., Saraswati House (3rd Floor), 27, Nehru Place, New Delhi.

15. The Chairman, Indian Sugarcane Development Council, Sahibabad, Uttar Pradesh.

[File No. 8(18)/82-CDN]

K. K. JASWAL, Director

कार्य मंत्रालय

(कोयला विभाग)

नई दिल्ली, 29 अक्टूबर, 1982

का० आ० 3920.—कोयला खात भविष्य निधि स्कीम के वैरि० 4 के उपर्युक्त (3) के माय पठित कोयला खात भविष्य निधि और प्रक्रीय उपर्युक्त प्रतिनियम 1948 (1948 का 46) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों के प्रयोग करते हुए, केन्द्रीय सरकार एवं द्वारा, श्री एस० घास गुप्ता, महामन्त्री, इंडियन नेशनल मार्टिनर्स फ़ोरेंसन, राजेन्द्र पथ, धनबाद को कोयला खात भविष्य निधि के न्यासी बोर्ड में भारत सरकार के भूतपूर्व श्रम मंत्रालय की प्रधिसूचना म० का० आ० 2151 दिनांक 15 जुलाई, 1978 की क्रम संख्या 20 के सामने पृ० ४ न्यासी के रूप में निपुक्त करती है।

[म० 7(3)/80 प्रणा-1 (वी एफ)

श्रीमती क० सूर, निदेशक

MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 29th October, 1982

S.O.3920.—In exercise of the powers conferred by sub-section (1) of section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act 1948 (46 of 1948) read with sub-paragraph (3) of paragraph 4 of the Coal Mines Provident Fund Scheme, the Central Government hereby reappoints Shri S. Das Gupta, General Secretary, Indian National Mineworkers' Federation, Rajendra Path, Dhanbad as a trustee of the Board of Trustees, Coal Mines Provident Fund against serial No. 20 of the notification of the Government of India in the erstwhile Ministry of Labour No. S. O. 2151 dated the 15th July 1978.

[No. 7(3)/80 Admn.-I(PF)
Smt. K. SOOD, Director

इस्पात और खात मंत्रालय

(खात विभाग)

नई दिल्ली, 9 अक्टूबर, 1982

का० आ० 3921.—सार्वजनिक परिवार (प्रतिष्ठित प्रधिकारियों की देवतानी) प्रतिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त प्रधिकारों का प्रयोग करते हुए तथा भारत सरकार, इसार० और खात मंत्रालय (खात विभाग) की विनांक 3-12-75 की प्रधिसूचना में का० आ०

15 तथा विधांक 4 अनुबूद्ध, 1979 की अधिसूचना संख्या 6 (25) 79 धारा-2 के प्रधिनम में, केंद्र सरकार उदयपुर एवं निमित्त प्रधि- करण हिन्दूस्तान लिमिटेड, उदयपुर, केनिन्हिनिश्चिन मरणी के कालम। में उल्लिखित अधिकारियों को, सरकार के राजनीतिक अधिकारियों के विकास होने के नामे कथित अधिनियम के प्रयोजनों के लिए, समस्त अधिकारी नियुक्त करनी है जो कथित हिन्दूस्तान लिमिटेड की सार्वजनिक परिवार के संबंध में कथित मारणी के कालम 2 विवरणी क्षेत्राधिकार की स्थानीय सीमाओं के अन्तर्गत उन सभी अधिकारियों का प्रयोग करने तथा उन सभी कार्य करने, जो कथित अधिनियम के द्वारा अपना उसके अन्तर्गत समस्त अधिकारियों को सौंपे गए हैं।

वार्ता

अधिकारियों के नाम

स्थानीय क्षेत्राधिकार

1 महाप्रबन्धक,
जावर बान,
जिला, उदयपुर,
(राजस्थान)।

जिला उदयपुर (राजस्थान) की तहसील गिरवा के ग्राम जावर, ठिड़ी और अमरपुर तथा तहसील शारदा के ग्राम भानारिया, विगतबाड़ा और देवानलाई में स्थित जावर बान समूह।

2 महाप्रबन्धक,
जस्ता प्रबन्धक देवानी,
पोऽग्रा० देवानी,
उदयपुर (राजस्थान)।

जिला उदयपुर (राजस्थान) की तहसील गिरवा के ग्राम देवानी और बिकड़ी तथा तहसील मावली के ग्राम गुड़ी में स्थित जस्ता प्रबन्धक और उसके अधीन रिहायशी कालोनी और बुली भूमि तथा घन्य परिवार।

3 कार्य प्रबन्धक, सीका प्रदावक,
टुड़ू पो० आ० टुड़ू,
जिला छन्दाला,
झिलार।

जिला छन्दाला (झिलार) के ग्राम भगमारा, उपसंभाल भगमारा के गाँव टुड़ू में समूचा सीका प्रदावक, उसके विभिन्न भवन, रिहायशी कालोनी और बुली भूमि तथा उसके अन्य परिवार।

4 महाप्रबन्धक,
राजपुरा वरीबा बाने,
पो० आ० दीक्षा,
जिला उदयपुर,
(राजस्थान)

जिला उदयपुर की तहसील रेनमगर के ग्राम दरोवा, राजपुरा, बांबनी, महेश्वरी तथा जिला चितोड़गढ़ की तहसील कामान के ग्राम चितोड़गढ़ में स्थित राजपुरा वरीबा बान मधु० (अधिकृत भूमि और उस पर निमित्त भवन भवित) का समूचा बान गढ़ शेष।

5 श्रृंग महाप्रबन्धक,
(कार्यालय)
मुख्यालय, 6, नवा
फोरेस्ट्स, उदयपुर (राजस्थान)

उदयपुर गहर (राजस्थान) में स्थित कम्पनी के सुश्रावय के मन्त्र और उसके अधीन, कवाटी, गोट्ट बालू, नवा कायलिय परिसर।

6 महा प्रबन्धक,
जस्ता प्रबन्धक,
विशाकापत्तीनम,

जिला विशाकापत्तीनम (आनंदप्रदेश)

के मिन्डी तथा मुनागुड़ा ग्रामों में समूचे जस्ता प्रबन्धक रिहायशी

तदन्तर 27, 1982/अप्रृष्टायण 6, 1984

1 2
प्रान्त प्रदेश।

उल्लिखी तथा सुनीभूमि और अन्य परिसर।

7 प्रधीनक बान,

मनोन बाने
जिला उदयपुर,
राजस्थान।8 मृत्यु परियोजना प्रबन्धक,
मर्यादापल्ली बाने परियोजना
पाठ० आ० मर्यादापल्ली,
जिला मुन्दगढ़,
उरीमा।9. प्रधीनक बान,
प्रविनगुन्डाला सीमा परियोजना
पाठ० आ० बंडला मोटू,
जिला गुरुदूर्ग,
प्रान्त प्रदेश।प्राप्त किरणीवाड़ा, नीकड़ेगां, नेवीपल्ली,
मर्यादापल्ली बाने परियोजना
पाठ० आ० मर्यादापल्ली का
मृत्यु बान पट्टा थेव
(अधिगृहित भूमि तथा उम्मा
पर निमित्त भवन महित)।[फाइल सं० ६ (१७)/८२ मेटल-२]
प्रा० ए० प्रा० मक्कपाल निवेशक

MINISTRY OF STEEL AND MINES

(Department of Mines)

New Delhi, the 9th November, 1982

S. O. 3921.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of the notification of the Government of India in the Ministry of Steel and Mines (Department of Mines) number S.O. 15 dated 3-12-75 and No. 6(25)/79-Met. II, dated 4th October 1979, the Central Government hereby appoints the officers of Hindustan Zinc Ltd. Udaipur, a corporate authority mentioned in column 1 of the Table below, being officers equivalent to the rank of gazetted officers of Government to be estate officers for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on estate officers by or under the said Act within the local limits of their respective jurisdictions specified in the corresponding entries in column 2 of the said Table in respect of public premises belonging to the said Hindustan Zinc Limited.

TABLE

Designation	Local limits of jurisdiction
1. General Manager, Zawar Mines, District Udaipur, Rajasthan.	Zawar Group of Mines located in village Zawar, Tidi and Amarpura, Tehsil Girwa and villages Bhalaria, Singatwara and Rewatalai, Tehsil Sarada of District Udaipur (Rajasthan).

1	2	सांख्यक भौतिक परिवहन संचालन
2. General Manager, Zinc Smelter, Debari P.O. Debari, Udaipur, Rajasthan.	Zinc smelter including the residential colony buildings and open area and land and other premises under the zinc smelter in villages Debari and Bichdi in Tehsil Girwa and village Gudli in Tehsil Mavli, District Udaipur (Rajasthan).	(सौचाहन पत्र) नई विल्सी, 29 नवम्बर, 1982 (प्रधारा कोचहन)
3. Works Manager, Lead Smelter, Tundoo P.O. Tundoo, District Dhanbad, Bihar.	Complete lead smelter, its various buildings, residential colony and open land and other premises under the lead smelter in village Tundoo, Sub-Division Bhagmara, P.S. Bhagmara of District Dhanbad (Bihar).	
4. General Manager, Rajpura Dariba Mines, P.O. Dariba, District Udaipur, Rajasthan.	Entire mining lease area of Rajpura-Dariba group of mines (including lands acquired and buildings constructed thereon) in villages Dariba, Rajpura, Anjana, Mahendriya of Tehsil Railmagra, District Udaipur and village Chak-papria of Tehsil Kapasan, District Chittorgarh (Rajasthan).	
5. Group General Manager (Commercial), Head Office, 6, New Fatehpura, Udaipur, (Rajasthan).	Head office buildings, quarters, guest houses and office premises of the company at headquarters located in Udaipur City (Rajasthan).	श्री स्टैटो सू, संसद भवन 19, माउथ एडेन्स, नई विल्सी-110011.
6. General Manager, Zinc Smelter, Visakhapatnam, Andhra Pradesh.	Complete zinc smelter residential colony and open land and other premises in villages Mindi and Muluguda District Visakhapatnam (Andhra Pradesh).	[फा० स० ए० ड०ल्प०/ए० १४/८१-ए० ३०] प्रभुराम भट्टनगर, प्रदर्श सचिव
7. Superintendent of Mines Maton Mines, District Udaipur, Rajasthan.	Maton mines located in villages Maton, Kanpur and Lakarvas of Tehsil Girwa, District Udaipur (Rajasthan).	
8. Chief Project Manager, Sargipali Mine Project, P.O. Sargipali, District Sundargarh, Orissa	Entire mining lease area of Sargipali (including lands acquired and buildings constructed thereon) in villages Kirpisara, Lodega, Nailipalli, Mahikan, Badabanga, Bharatpur and Ichchanala.	
9. Superintendent of Mines, Agnigundala Lead Project, P.O. Bandalamottu, District Guntur, Andhra Pradesh.	Entire mining lease area of Agnigundala located in Bandalamottu village (including lands acquired and buildings constructed thereon).	

[File No. 6(17)/82-Met.II]

M. I. MAJUMDAR, Director

का०आ० 3922:—केन्द्रीय सरकार, राष्ट्रीय नाविक कल्याण बोर्ड नियम, 1963 की धारा 3 और 4 के साथ पठिन आपार नीचहन अधिनियम, 1958 (1958 का 44) की धारा 210 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इसी संकालन की समसंबंधित अधिसूचना विनांक 9-12-1981/जी 26-12-1981 के० का० आ० 3470 और विनांक 11-2-1982 जो 27-2-1982 के कार्यालय आदेश 765 के रूप में प्रकाशित हुई थी, के कम में निम्नलिखित की ओर के सदस्य के रूप में शामिल करती है—

श्री स्टैटो सू, संसद भवन
19, माउथ एडेन्स, नई विल्सी-110011.

[फा० स० ए० ड०ल्प०/ए० १४/८१-ए० ३०] प्रभुराम भट्टनगर, प्रदर्श सचिव

MINISTRY OF SHIPPING AND TRANSPORT

(Shipping Wing)

New Delhi, the 29th October 1982

(MERCHANT SHIPPING)

S.O. 3922.—In exercise of the powers conferred by sub-section (i) of Section 210 of the Merchant Shipping Act, 1958 (44 of 1958), read with rules 3 and 4 of the National Welfare Board for Seafarers Rules, 1963 and in continuation of this Ministry's Notification of even number dated 9-12-1981 published as S. O. 3470 of 26-12-1981 and Notification dated 11-2-1982 published on 27-2-1982 as S. O. 765, the Central Government hereby includes the following as member of the Board :—

Shri Seate Swu, Member of Parliament,
19, South Avenue, New Delhi 110011.

[No. SW/MWS-14/81-MT]
A. BHATNAGAR, Under Secy.

संचार संचालन

(डाक तार बोर्ड)

नई विल्सी, 11 नवम्बर, 1982

का०आ० 3923:—अस्थायी आदेश संख्या 627 विनांक 8 मार्च, 1980 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के बाल्फ III के पैरा (क) के अनुसार जाकतार महानिवेश ने कोटाकझी/यनास्टम/गोडावरी/जगमपटा/गुरुवर्षपति/थियामपलि/पिल्लर डेलीकोर के० में विनांक 1-12-82 से प्रमाणित दर ब्राताली लागू करने का विश्वास किया है।

[संख्या 5-6/82 का० ए० ३०]

MINISTRY OF COMMUNICATIONS
(P&T Board)

New Delhi, the 11th November, 1982

will be introduced in MALLUR/MOHANUR/BAGALUR Telephone Exchanges, TAMIL NADU Circle.

[No. 5-4/82-PHB]

R. C. KATARIA, Asstt. Director General(PHB)

S.O. 3923.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S. O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1-12-1982 as the date on which the Measured Rate System will be introduced in Kotagundredu|Thungandram|Gandepalli|Jaggampeta|Kuchivaripalli/Thimmampalli/Piler Telephone Exchanges Andhra Pradesh Circle.

[No. 5-6/82-PHB]

नई दिल्ली, 16 नवम्बर, 1982

का. आ. 3924 :—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1980 द्वारा लागू किए गए भारतीय लार नियम, 1951 के नियम 434 के खण्ड (3) के पैरा (क) के अनुभार डाक-तार महानिदेशक ने मालूर/माहानूर/बगालूर टेलीफोन केन्द्र से दिनांक 1-12-1982 से प्रमाणित दर प्रणाली लागू करने का निर्णय किया है।

[संख्या 5-4/82/पी. एच. बी.]

आर. सी. कटारिया, महानिदेशक,
(पी. एच. बी.)

New Delhi, the 16th November, 1982

S.O. 3924.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1-12-1982 as the date on which the Measured Rate System

will be introduced in MALLUR/MOHANUR/BAGALUR Telephone Exchanges, TAMIL NADU Circle.

[No. 5-4/82-PHB]

R. C. KATARIA, Asstt. Director General(PHB)

शिक्षा संथा संस्कृति मंत्रालय

(शिक्षा विभाग)

नई दिल्ली, 12 नवम्बर, 1982

का. आ. 3925.—विश्वविद्यालय अनुदान आयोग अधिनियम, 1956 (1956 का 3) की धारा 6 की उपधारा (1) के साथ पठिं धारा 5 की उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करने हुए केन्द्र सरकार एवं द्वारा शिक्षा और संस्कृति मंत्रालय में सचिव श्रमित सरला ग्रेवाल को श्रमित अन्ना आर० मल्होत्रा के स्थान पर तंत वर्षों की प्रबंधि के लिए विश्वविद्यालय अनुदान आयोग का मद्दम्य नियुक्त करते हैं।

[सं. एफ. 10-56/82-डेस्क (ग०)]
म० रा० कोलहटकर, संयुक्त सचिव

MINISTRY OF EDUCATION & CULTURE

(Department of Education)

New Delhi, the 12th November, 1982

S.O. 3925.—In exercise of the powers conferred by sub-section (i) of section 5 read with sub-section (i) of section 6 of the University Grants Commission Act, 1956 (3 of 1956), the Central Government hereby appoints Mrs. Sarla Grewal, Secretary, Ministry of Education and Culture to be a Member of the University Grants Commission for a term of three years vice Mis. Anna R. Malhotra.

[No. F. 10-56/82-Desk (U)]
M. R. KOLHATKAR, Jt. Secy.

संस्कृति विभाग

भारतीय पुस्तकों सर्वेक्षण

नई दिल्ली, 12 नवम्बर, 1982

पुस्तकों सर्वेक्षण

का. आ. 3926.—केन्द्रीय सरकार ने, भारत के राजपत्र, भाग 2, खंड 3, उपलब्ध (II), शारीर 6 फरवरी, 1982 में पृष्ठ 471—73 पर प्रकाशित, भारत सरकार के सम्मुहित विभाग (भारतीय पुस्तकों सर्वेक्षण) की अधिकृतता सं. का. आ. 4-19, शारीर 21 जनवरी, द्वारा 1982, द्वारा, नोचे दी गई छन्दमूली से विनियिष्ट प्राचीन संस्मारक को गण्डीय महात्मा का घोषित करने के अपने आशय की दी मात्र की सूचना दी थीं और प्राचीन संस्मारक तथा पुस्तकों स्थल और प्रवेश अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) की अपेक्षा अन्तर्वार उन्न अधिकृतता की एक प्रति उत्त प्राचीन संस्मारक के पास एक सदृज दृश्य स्थान पर चिपका दी थीं।

ओर उक्त गणना की प्रतिया जनका का 4 मार्च 1982 को उपलब्ध कर दी गई;

और केन्द्रीय सरकार का किसी अविवाक में कोई आधेप प्राप्त नहीं हुआ है,

अत इस केन्द्रीय सरकार उक्त अधिनियम की घाग 4 को उपर्याप्त (३) द्वाग प्रदत्त शब्दियों का प्रयाग करने हुए इसे उपराह अनुसूची में विभिन्न उक्त प्राचीन सम्मानक को राष्ट्रीय महत्व का घोषित करती है;

अनुसूची

संख्या	शिला	तदसील	अवधारणा	सम्मानक का नाम	सरकार के अधीन सम्मिलित किए जाने वाले सर्वेक्षण प्लाट
1	2	3	4	5	6

क्र०/ल	विचु	तात्त्वाधिकारी	चैम्पन अट्टा	नीचे रेखाक में दर्शित सर्वेक्षण प्लाट म० 131/6, 132/1, 132/2, 132/2, 133/1, 133/2 और सर्वेक्षण प्लाट म० 134/1 के भाग में समाप्ति पाइयस्थ अंत तहित शिव मंदिर काम्पलैक्स	नीचे रेखाक में दर्शित सर्वेक्षण प्लाट म० 131/6, 132/1, 132/2, 133/1, 133/2, 134/1 का भाग
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क्र०/ल	सीमाएँ	स्वामित्व	टिप्पणी
7	8	9	10
० ५६७९	उत्तर सर्वेक्षण प्लाट म० 114, सर्वेक्षण प्लाट म० 131/6 132/1 मन्दिर से पूजा होती है। 134/2 135 और 133/1 श्री 134/1 चैम्पन अट्टा मन्दिर के थोकोहल की दीवालों पर के गवेक्षण प्लाट म० 134/1 का देवान्धम् सर्वेक्षण प्लाट म० 132/2, भित्ति चित्र पहले से ही सरकार है। शेष भाग 133/2 देवान्धम् पोरावाके		
	पूर्व सर्वेक्षण प्लाट म० 115/2, 116, 120/3 और 131/1		

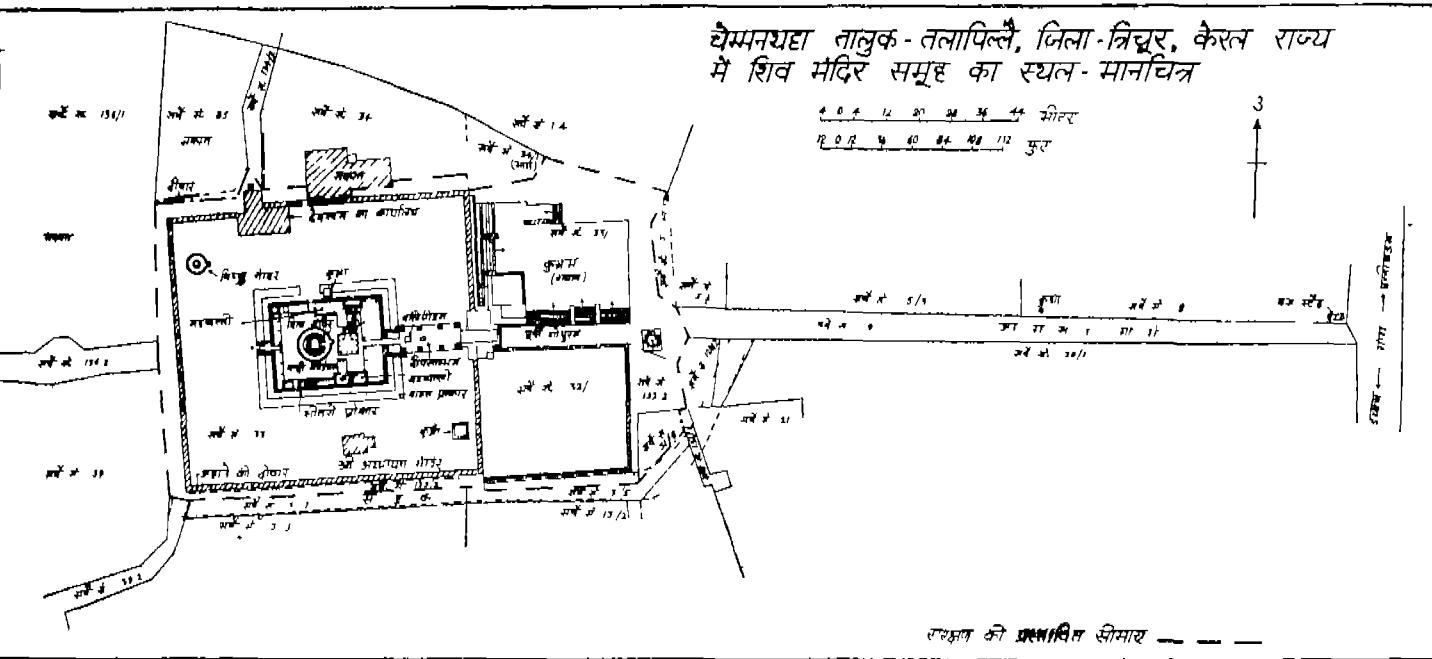
दक्षिण सर्वेक्षण प्लाट स० 131/5

131/7 श्रीर 139/2

पंचम संक्षण प्लाट स० 136/1

136/2 139/1

धैर्यनाथदा तालुक - तलापिलै, जिला - क्रिच्चर, केरल राज्य
में शिव मंदिर समृद्ध का स्थल - मानचिन्त्र



[मा० २८/३/७९ संभाल]

DEPARTMENT OF CULTURE
ARCHAEOLOGICAL SURVEY OF INDIA

New Delhi, the 12th November, 1982

ARCHAEOLOGY

S. O. 3926—Whereas by the notification of the Government of India, Department of Culture (Archaeological Survey of India), S.O No 449 dated the 21st January, 1982, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 6th February, 1982 at pages 471-73, the Central Government gave two months notice of its intention to declare the ancient monument specified in the Schedule below to be of national importance, and a copy of the said notification was affixed in a conspicuous place near the said ancient monument, as required by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958),

And whereas the copies of the said Gazette notification were made available to the public on the 4th March, 1982.

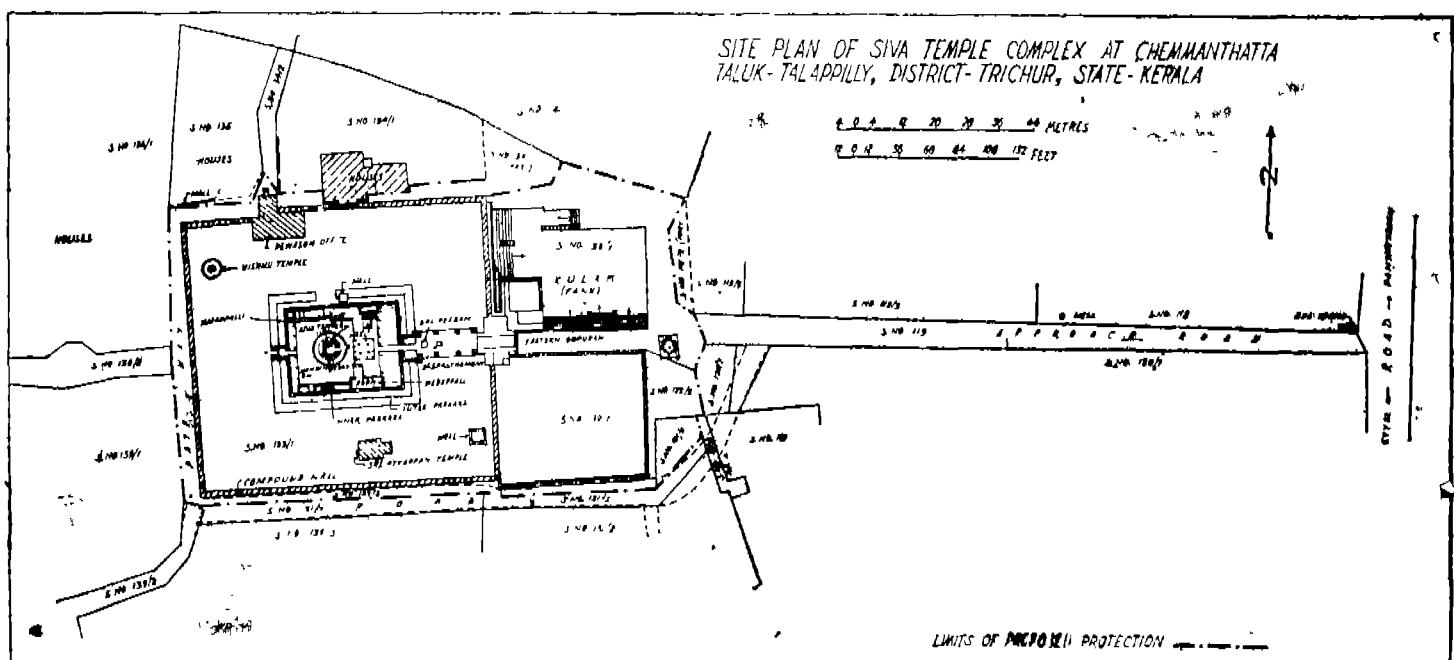
And whereas no objections have been received from the public by the Central Government,

Now, therefore, in exercise of the powers conferred by sub-section (3) of section 4 of the said Act, the Central Government hereby declares the said ancient monument specified in the Schedule annexed hereto to be of national importance.

SCHEDULE

State	District	Tehsil	Locality	Name of monument	Revenue plot numbers included under protection
1	2	3	4	5	6
Kerala	Tiruchir	Talapilly	Chemmanhatta	Siva temple complex together with adjacent area comprised in survey plot Nos 131/6, 132/1, 132/2, 133/2 and part of survey plot No 134/1 as shown in the site plan reproduced below	Survey plot Nos 131/6, 132/1 132/2, 133/1, 133/2 and part of survey plot No 134/1 as shown in the site plan reproduced below

Area	Boundaries	Ownership	Remarks
7	8	9	10
0.8679 Hectares	North:—Survey plot Nos. 114, 134/2, 135 and remaining portion of survey plot No. 134/1 East:—Survey plot Nos. 115/2, 119, 120/2 and 131/1 South:—Survey plot Nos. 131/5, 131/7 and 139/2 West:—Survey plot Nos. 136/1, 136/2, 139/1.	Survey plot Nos. 131/6, 132/1, 133/1 and 134/1. Chemmanthatta Dewaswom. Survey plot Nos. 132/2, 133/2 Dewaswom Porambok.	Temple is under worship. Murals paintings on the walls of Srikoil of the Temple are already under protection.



[No. 2A/3/79—M]

कांग्रेस 3927:—केन्द्रीय सरकार ने, भारत के राजपत्र, भाग 2, उपलब्ध (ii) तारीख 3 अप्रैल, 1982 के पृष्ठ 1548-1550 पर प्रकाशित, भारत सरकार के संस्कृति विभाग (मार्यादी पुरातत्व सर्वेक्षण) की अधिकृतता के उदाहरण भूमूली में विनियिष्ट प्राचीन संस्मारक को यांत्रीय महत्व का घोषित करते के अपने आशय की दो मास की दूजता वाली थी और प्राचीन संस्मारक तथा पुरातत्वीय स्तर और धर्मविषय अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) की अपेक्षानुसार उक्त अधिकृतता की एक प्रति उक्त प्राचीन संस्मारक के पास एक सहज दृश्य स्थान पर चिपका दी थी।

और उक्त राजपत्र की प्रतिया जनता को 3 जून, 1982 को उपलब्ध कर दी गई थी;

और केन्द्रीय सरकार को किसी व्यक्ति से कोई आक्षेप प्राप्त नहीं हुआ है।

अत अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 4 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे उपलब्ध भूमूली में विनियिष्ट उक्त प्राचीन संस्मारक को यांत्रीय महत्व का घोषित करती है।

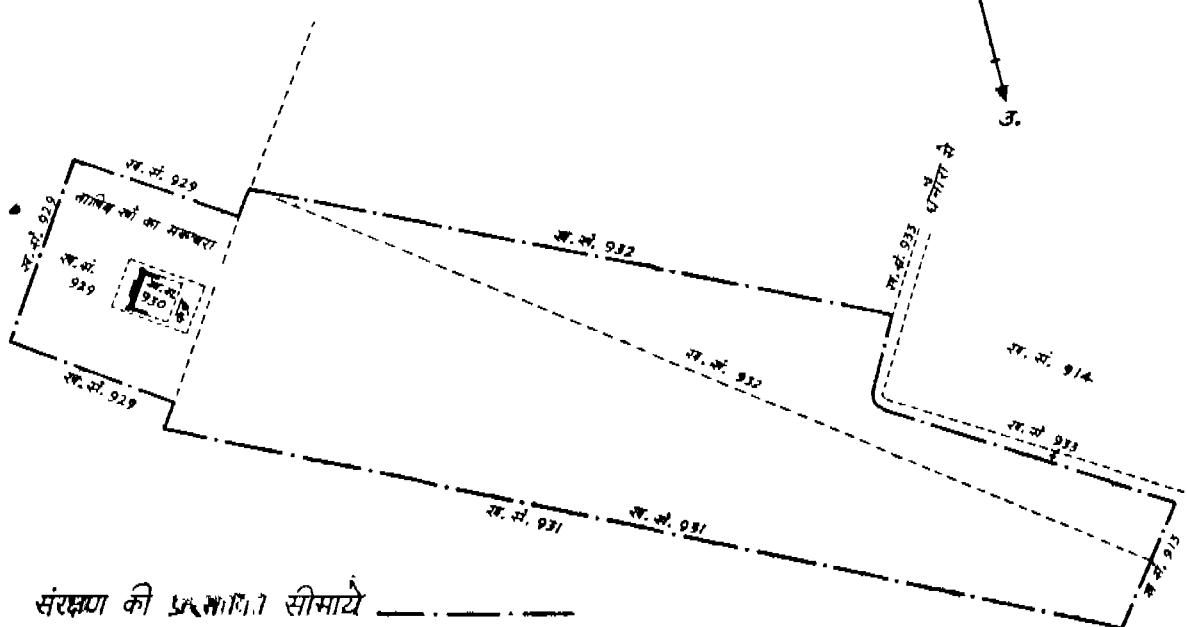
भूमूली

राज्य	ज़िला	तहसील	अधिकारी	संस्मारक का नाम	संरक्षण के ग्राहीन सम्मिलित किए जाने वाले सर्वेक्षण प्लाट सं.
1	2	3	4	5	6
1. उत्तर प्रदेश	मुग्धवाड	हमनपुर	आजमपुर	नीचे दिए गए स्थान रेखाओं में दर्शित सर्वेक्षण प्लाट सं. 930 और दर्शित सर्वेक्षण प्लाट सं. 929, 930 और प्लाट सं. 929 931 और 932 के भाग के द्वितीय महिने तालिका द्वारा का भकड़ा	सर्वेक्षण प्लाट सं. 930 और सर्वेक्षण प्लाट सं. 929, 931 और 932 के भाग

1	2	3	4	5	6
2.	उत्तर प्रदेश	मुरादाबाद	हसनपुर	ग्रामपुर	नीचे दिए गए स्थल रेखांक में सर्वेक्षण प्लाट सं० 914 का दर्शित सर्वेक्षण प्लाट सं० भाग 914 के भाग में भवानिष्ट पार्श्वस्थ सेत्र सहित प्रस्तुत गफर भाह के पौत्र वा मकबरा और एक मन्जिद
3.	उत्तर प्रदेश	मुरादाबाद	हसनपुर	ग्रामपुर	नीचे दिए गए स्थल रेखांक में नीचे दिए गए स्थल रेखांक में दर्शित सर्वेक्षण प्लाट सं० 1195 के भेत्र और सर्वेक्षण प्लाट सं० 1196 के भाग सहित प्रस्तुत गफर भाह का मकबरा
संख्या	सीमांक	स्थानित्व	टिप्पणी		
7	8	9	10		
1.18 हैटर	उत्तर : सर्वेक्षण प्लाट सं० 929, 912 के बीच भाग और सर्वेक्षण प्लाट सं० 933 (कच्ची मड़क) पूर्व : सर्वेक्षण प्लाट सं० 931 का भाल और कच्ची मड़क दक्षिण : सर्वेक्षण प्लाट सं० 929 और 931 के भाग पश्चिम : सर्वेक्षण प्लाट सं० 929 का भाग	प्राइवेट	आर्थिक उपयोग में नहीं है		

आजमपुर, जिला मुरादाबाद में स्थित तालिब खाँ के मकबरे का स्थल मानचित्र

15 0 15 30 45 60 मीटर
50 0 50 100 150 200 फुट



संरक्षण की प्रक्रिया सीमांक

7

8

9

10

1.14 ईक्टर

उत्तर सर्वेक्षण एनाट सं. 914 का
शेष भाग

ग्राम पञ्चायत

वार्षिक छवयोग में है।

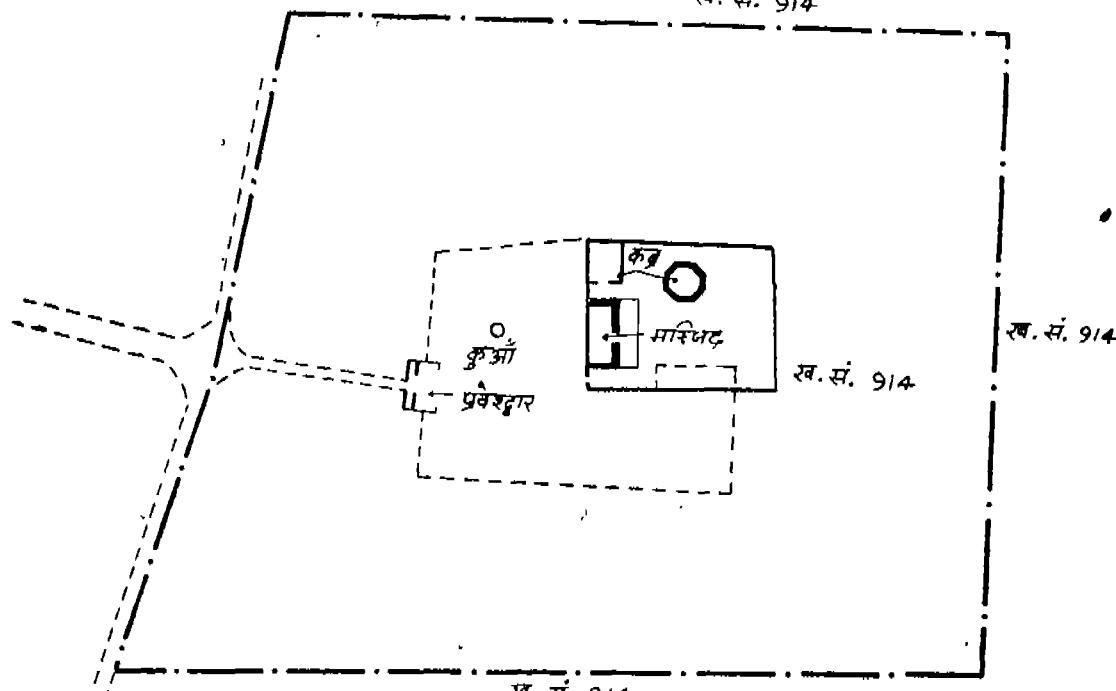
पूर्व . सर्वेक्षण एनाट सं. 914 का
शेष भागदक्षिण . सर्वेक्षण एनाट सं. 914 का
शेष भागपश्चिम : सर्वेक्षण एनाट सं. 933
(कच्ची सड़क)

**आजमपुर, जिला मुरादाबाद में स्थित, अब्दुल गफुर शाह के
पौते के मकबरे तथा मस्जिद का स्थल-मानचित्र**

15	0	15	30	45	मीटर
50	0	50	100	150	फुट

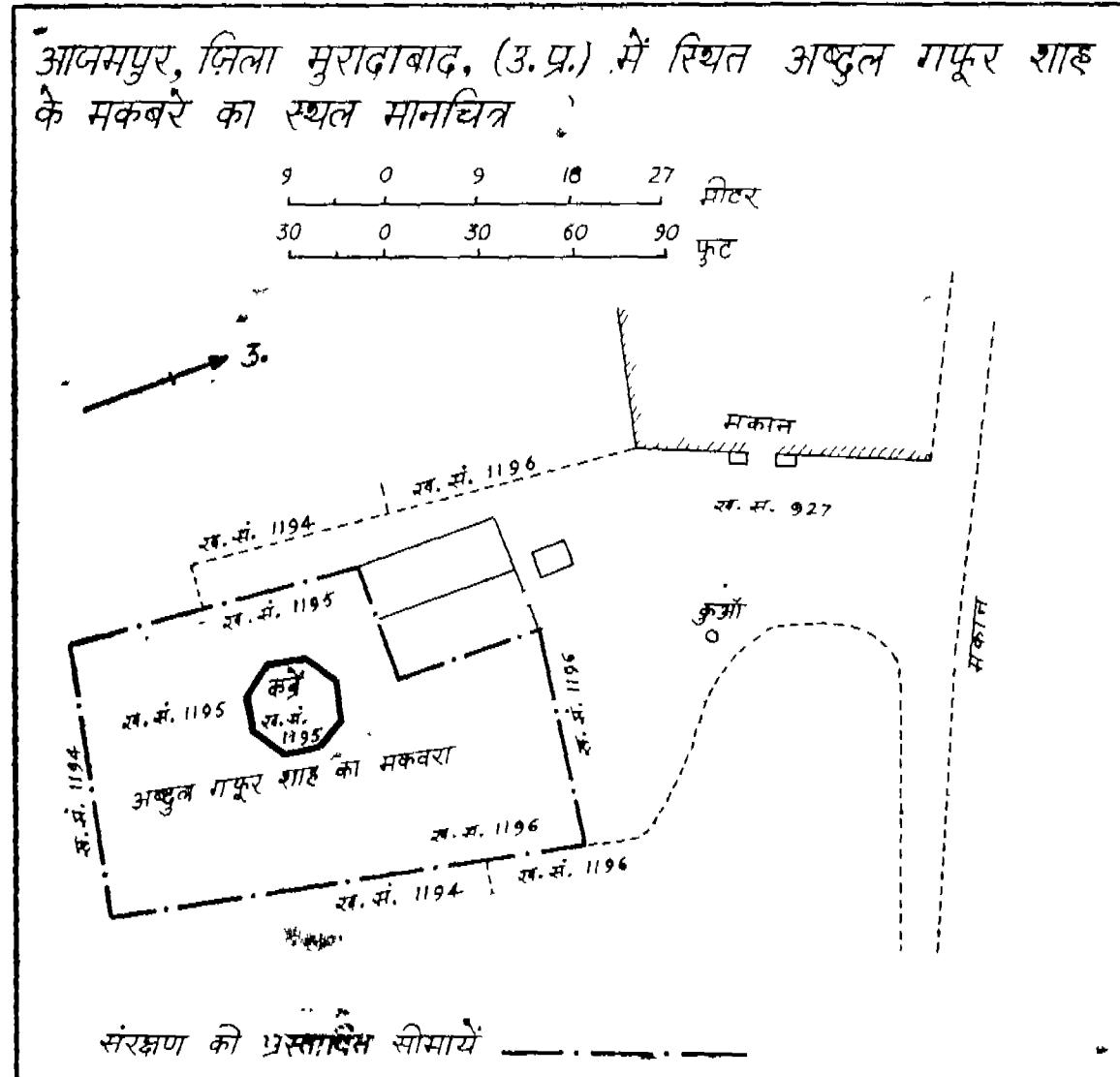
ख. सं. 914

३.



संरक्षण की द्वारा दित सीमाये

७	८	९	१०
० 112 हिल्टर	उमर सर्वेश्वर लाठ म० 1196 का गोप भाग और मन्दिर	साह चंचाकत (जिवास्त)	आमिर लगवीं मे नहीं है।
पूर्व	सर्वेश्वर लाठ म० 1194 और सर्वेश्वर लाठ म० 1196 का गोप भाग		
दक्षिण	सर्वेश्वर लाठ म० 1194		
पश्चिम	सर्वेश्वर लाठ म० 1196 का गोप भाग और सर्वेश्वर लाठ म०		
	1194		



[पा. 2/2/75-संग्रह]

S.O. 3927.—Whereas by the notification of the Government of India in the Department of Culture (Archaeological Survey of India), No. S.O. 1365, dated the 20th March, 1982, published in the Gazette of India, Part II, Section 3, Sub-969 GI/82—3.

section (ii), dated the 3rd April, 1982 at pages 1551-1553, the Central Government gave two months' notice of its intention to declare the ancient monuments specified in the Schedule annexed to that notification to be of national importance, and a copy of the said notification was affixed in

a conspicuous place near the said ancient monuments, as required by subsection (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958);

And whereas the copies of the said Gazette notification were made available to the public on the 3rd June, 1982;

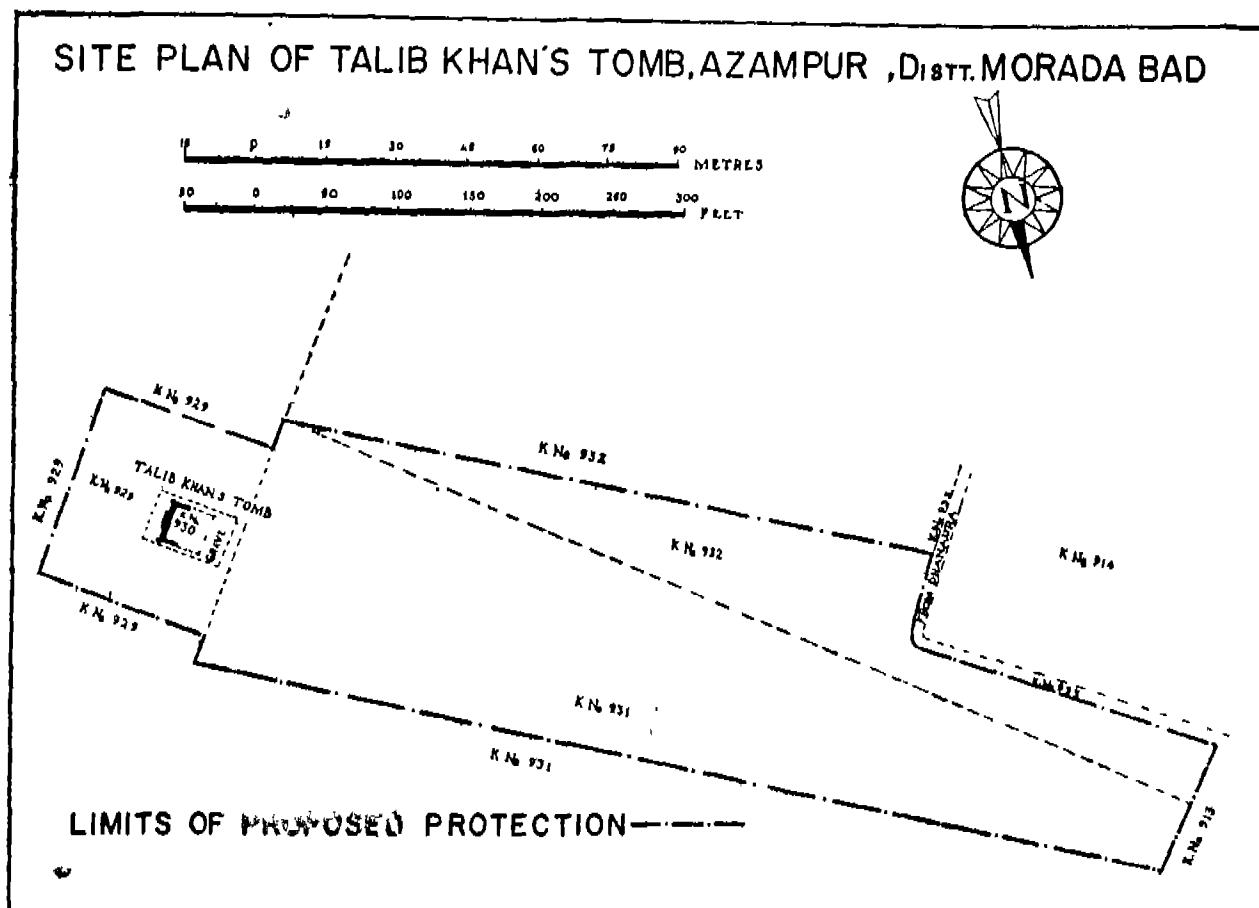
And whereas no objections have been received from the public by the Central Government;

Now, therefore, in exercise of the powers conferred by sub-section (3) of section 4 of the said act, the Central Government hereby declares the said ancient monuments specified in the Schedule annexed hereto to be of national importance.

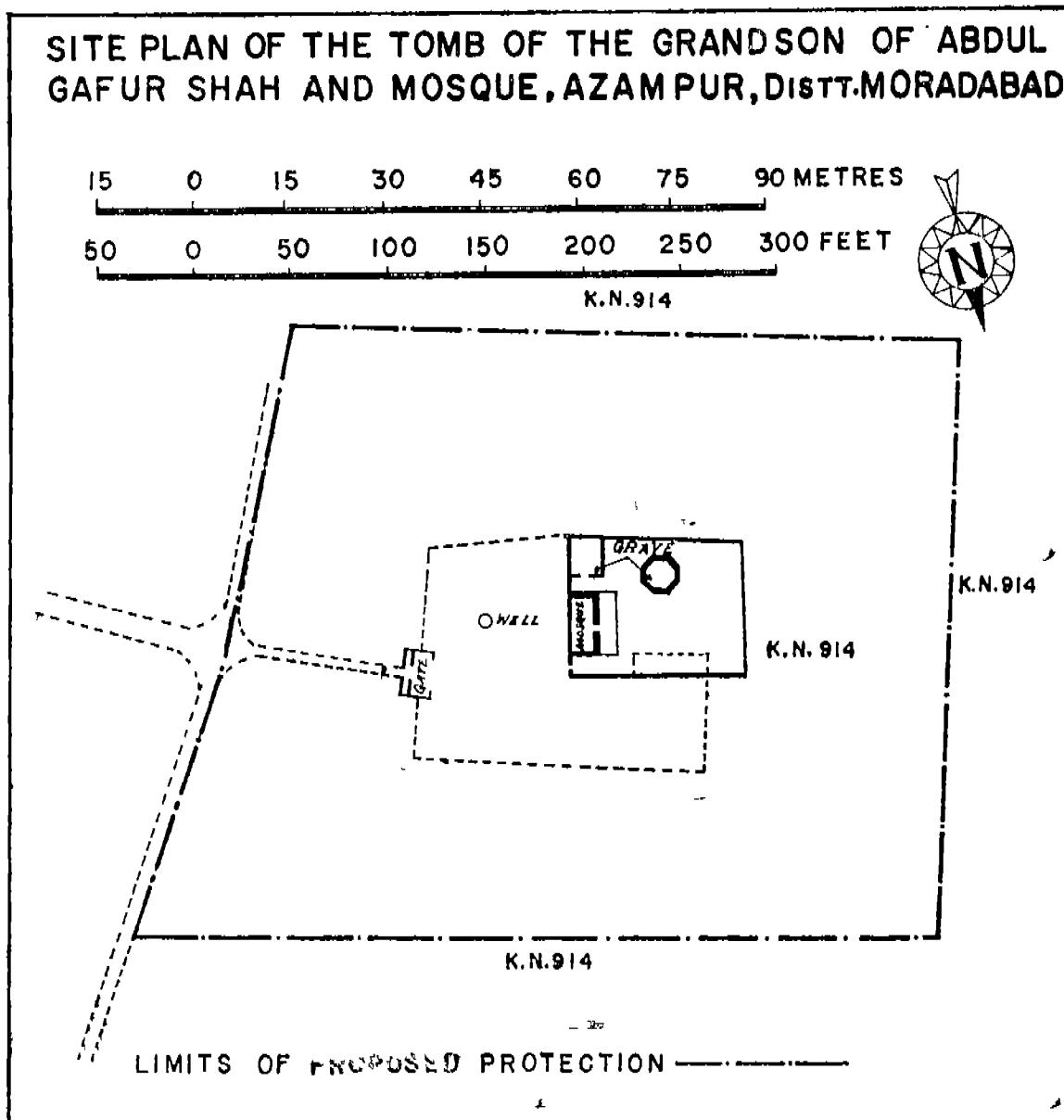
SCHEDULE

State	District	Tehsil	Locality	Name of monument	Revenue plot numbers included under protection
1	2	3	4	5	6
I. Uttar Pradesh	Moradabad	Hasanpur	Azampur	Talib Khan's tomb together with the area in survey plot No. 930 and parts of survey plot Nos. 929, 931 and 932 as shown in the site plan reproduced below.	Survey plot No. 930 and parts of survey plot Nos. 929, 931 and 932.
II. Uttar Pradesh	Moradabad	Hasanpur	Azampur	Tomb of the grandson of Abdul Gafur Shah and a mosque together with the adjoining area comprised in part of survey plot No. 914 as shown in the site plan reproduced below.	Part of survey plot No. 914.
III. Uttar Pradesh	Moradabad	Hasanpur	Azampur	Tomb of Abdul Gafur Shah together with the area in survey plot No. 1195 and a part of survey plot No. 1196 as shown in the site plan reproduced below.	Survey plot No. 1195 and part of survey plot No. 1196 as shown in the site plan reproduced below.

Area	Boundaries	Ownership	Remarks
7	8	9	10
1.18 Hectares	North:—Remaining portions of survey plot Nos. 929, 932 and survey plot No. 933 (kacha road). East:—Portion of survey plot No. 931 and Kacha road. South:—Portion of survey plot Nos. 929 and 931. West:—Portion of survey plot No. 929.	Private	Not in religious use



7	8	9	10
1.14 Hectares	North:—Remaining portion of survey plot No. 914 Gram Panchayat East:—Remaining portion of survey plot No. 914. South:—Remaining portion of survey plot No. 914. West:—Survey plot No. 933 (Kacha Road).		In religious use



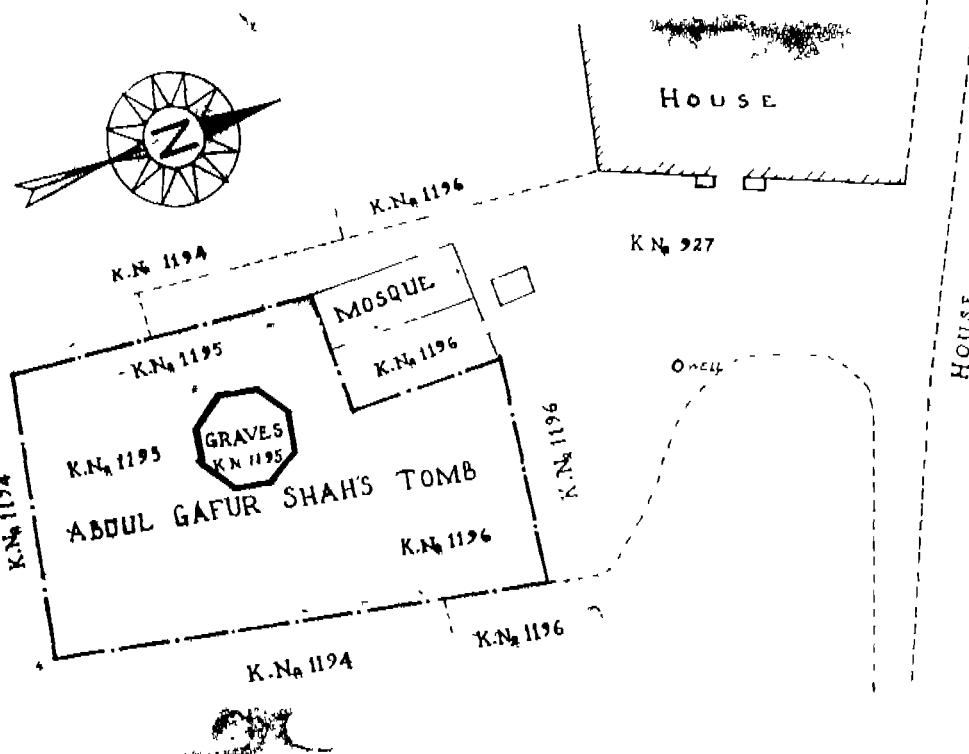
7	8	9	10
0.112 Hectares	North:—Remaining portion of survey plot No. 1196 Gram Panchayat (Ziarat) and mosque. East:—Survey plot No. 1194 and remaining portion of survey plot No. 1196.		Not in religious use.

South:—Survey plot No. 1194.
West:—Remaining portions of survey plot No. 1196
 and survey plot No. 1194.

SITE PLAN OF THE TOMB OF ABDUL GAFUR SHAH, AZAM PUR

DISTT. MORADA BAD, (U.P.)

	0	9	18	27	36	45	.
30	0	30	60	90	120	150	METRES
							FEET



LIMITS OF PROPOSED PROTECTION

[No. 2/2/75-M]

नई दिल्ली, 8 नवम्बर, 1982

तुदिपत्र

सा. ना. 3928 —भारत सरकार के द्वारा, भाग-II,
 अंक 3, उपचाण (ii) तारीख 3-4-82 के पृष्ठ संख्या 1548 + 1550
 पर प्रकाशित संस्कृति विभाग (पुस्तक) की प्रधिसूचना सं. का. ना.
 सं. 1365 तारीख 20-3-82 की प्रस्तुती में—

1. पृष्ठ 1548, 1549 और 1550 पर, स्तम्भ 1 में, "राज्य"
 शब्द के नीचे "उत्तर-प्रदेश" शब्दों के सामने अक्ष '1, 2 और 3'
 अन्त स्थापित किया जाएगा।

2. पृष्ठ 1548 पर, प्रविष्टि 1 के सामने, स्तम्भ 5 म., "सम्मारक"
 का नाम शब्द के नीचे, "तात्पर वात का मकबरा", शब्दों से पूर्व
 "महिन" शब्द अन्त स्थापित किया जाएगा।

3. पृष्ठ 1548 पर प्रविष्टि 1 के सामने स्तम्भ 8 में, "संसार"
 शब्द के नीचे "पूर्व" के सामने "933" अक्षों के स्थान पर "931",
 अक्ष पढ़।

4. पृष्ठ 1550, प्रविष्टि 3 के सामने, स्तम्भ 5 म., सम्मारक का
 नाम शब्दों के नीचे "सर्वेक्षण प्लाट सं. 930 और प्लाट सं. 929,
 931 संख्या 932 के भाग के लिए "बड़ा और अक्षों के स्थान पर",

"सर्वेक्षण प्लाट सं. 1195 के लेख और सर्वेक्षण प्लाट सं. 1961"
 के भाग के" पठद और अक्ष पढ़।

[सं. 2/2/75-सम्मा०]
 द१० भित्र, महानिधिक
 एवं पर्यान संयुक्त सचिव,

New Delhi, the 8th November, 1982

CORRIGENDUM

S.O. 3928.—In the Schedule to the notification of the Government of India, Department of Culture (Archaeology) S. O. No. 1365 dated 20-3-82 published at pages 1551—1553 of the Gazette of India, Part II, Section 3, Sub-Section (ii), dated the 3-4-82—

(i) at page 1551 under column 8 for the words "Survey plot No. 933" appearing against East boundary read "Survey plot No. 931".

(ii) at page 1553 under column 8 for the words "Survey plot No. 1192" appearing against East boundary read "Survey plot No. 1194".

[No. 2/2/75-M]
 D. MIIRA, Director Général and
 Ex-Officio Joint Secy

भ्रम और पत्रकार संकालन

(श्रम विषय)

इ दिल्ली, ६ नवम्बर, १९८२

का० आ० ३९२९ -- त्रिपुरा राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, १९४८ (१९४८ का ३४) की धारा १० की उपधारा (१) के खण्ड (घ) के अनुसरण में श्री एस० क० घोपाल के स्थान पर श्री भार० एन० चत्रवर्ती, मंत्रिव, त्रिपुरा सरकार को विकलिता प्रसुविधा परिवध में उम राज्य से प्रतिनिवित्व करने के लिए नामनिविट किया है;

अतः, श्रम केन्द्रीय सरकार कर्मचारी राज्य बीमा अधिनियम, १९४८ (१९४८ का ३४) की धारा १० की उपधारा (१) के अनुसरण में, भारत सरकार के अम संकालन की अधिसूचना संघर्षा का० आ० ३३२९, विनाक १० नवम्बर, १९८१ में निम्नलिखित संशोधन करती है, प्रधान--

उक्त अधिसूचना में "(मध्यित राज्य सरकारों द्वारा धारा १० की उपधारा (१) के खण्ड (घ) के प्रधीन नामनिविट)", शीर्षक के नो० मद २१ के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि

रखा जायगी, अबान्--

"श्री भार० एन० चत्रवर्ती,
मंत्रिव, अम विषय,
त्रिपुरा सरकार,
भ्रमता।"

[य० १६०१२/१७/८२ एचब्लाई०]

MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour)

New Delhi, the 6th November, 1982

S.O. 3929.—Whereas the State Government of Tripura has, in pursuance of clause (d) of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri R. N. Chakraborty, Secretary to Government of Tripura to represent that State on the Medical Benefit Council in place of Shri S. K. Ghoshal;

Now, therefore, in pursuance of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour No. S. O. 3329, dated 19th November, 1981, namely :--

In the said notification, under the heading "(Nominated by the State Governments concerned under clause (d) of sub-section (1) of section 10)" for the entry against item 21, the following entry shall be substituted, namely :--

"Shri R. N. Chakraborty,
Secretary to the Govt. of Tripura,
Agartala."

[No U-16012/17/82-HI]

का० आ० ३०३०--मैमन प्रमोटिएटर सीमेण्ट कम्पनी लिपिटेक, ममुकाराई, कोयम्बतूर ६४११०५ (टी० एन०/८३), (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निषिं और प्रकोण उपबन्ध अधिनियम, १९५२ (१९५२ का १०) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा १० की उपधारा (२क) के प्रधीन द्वारा जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् भविष्याय या प्रामियम का सदाचार किए जिन वास्तविय औडन बीमा निगम की सामूहिक बीमा स्कीम के प्रधीन जीवन

बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारीयों के लिए ये फायदे उन कायदों से अधिक अनुकूल हैं जो कर्मचारी निधीप भवबद्ध बीमा स्कीम १९७६ (जिसे इसमें पश्चात् उक्त स्कीम कहा गया है) के अधीन उक्त अनुज्ञेय हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा १० की उपधारा (२क) द्वारा प्रदत्त वाक्यों का प्रयोग करते हुए और इससे उपाय अनुसूची में विनिर्दिष्ट सर्तों के प्रधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

१. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणिया भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

२. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक भाग की भमाप्ति के १५ दिन के भीतर संबाद करेगा और केन्द्रीय सरकार उक्त अधिनियम की धारा १० की उपधारा (३क) के खण्ड (क) के प्रधीन समय-समय पर निर्विट करे।

३. सामूहिक बीमा स्कीम के प्रशासन में, जिसके प्रत्येक लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रामियम का संबाद, लेखाओं का अनुसरण, निरीक्षण प्रभारों का संबाद आदि भी है, शैले वाले सभी व्ययों का बहुत नियोजक द्वारा किया जायगा।

४. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुसूचित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उम संशोधन की प्रति तथा कर्मचारीयों की अनुसंधान की भाषा में उमकी मुद्रण वालों का अनुबाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

५. यदि कोई ऐसा वर्तवारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के प्रधीन छूट प्राप्त निम्नी स्थापन की भविष्य निधि का पहले ही मदद्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उमका नाम मुरम्म दर्ज करेगा और उसकी वाचन आवश्यक प्रामियम भारतीय जीवन बीमा निगम को मददत करेगा।

६. यदि उक्त स्कीम के प्रधीन कर्मचारियों को उपलब्ध फायदे बड़ा जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के प्रधीन कर्मचारियों की उपबन्ध फायदों में समुचित रूप से बढ़ावी जाने की व्यवस्था करेगा जिससे कि कर्मचारीयों के लिए सामूहिक बीमा स्कीम के प्रधीन उपलब्ध फायदे उन फायदों में प्रधिक अनुकूल हों, जो उक्त स्कीम के प्रधीन अनुज्ञेय हैं।

७. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की सूत्र्य पर स्कीम के प्रधीन सर्वेय रकम उम रकम से कम है, जो कर्मचारी को उस दशा में संबाद होता, जब वह उक्त स्कीम के प्रधीन होता था, नियोजक कर्मचारी के विधिक जीवन/नामनिर्देशितों को प्रतिकार के रूप में दोनों रकमों के अन्तर के बीच रकम का संबाद करेगा।

८. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व, अनुमानन के बिना नहीं किया जायगा और जहा किसी संशोधन से कर्मचारीयों के हित पर प्रतिकूल प्रभाव एडें की संवाद हो वहा, प्रावेशिक भविष्य निधि आयुक्त स्थापन अनुमोदन वहन संप्रत्र कर्मचारीयों को अनन्य वृष्टिकोण स्थाप्त करने का व्यक्तियुक्त अवधार देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस भास्तुहिक बीमा स्कीम के, जिसे स्थापन पहले रप्ता चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत कर, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यवगत हो जाने विषा जाता है, तो यह छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी घटिकम की दशा में उन मृत मदद्यों के नामनिर्दिशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती ही उबल स्कीम के अन्तर्गत होते, बीमा कायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उबल स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्दिशितियों/विधिक वारिसों को बीमाहृत रकम का संदाय तत्पत्ता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाहृत रकम प्राप्त होने के साथ विन के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/228/82-पी० एफ०-२]

S.O. 3930.—Whereas Messrs Associated Cement Companies, Madukkari, Coimbatore-641105 (TN/83), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked-Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014/228/82-PF. II]

का० आ० 3931:—मेसर्स एसोसिएटेड सीमेण्ट कम्पनी लिमिटेड, भूपेंड्र सीमेण्ट खन्ने डाकघर बी० सी० डब्ल्यू सुरजगुर (122001) जिला ग्रन्थाला (कोडगौ० य०/१) (जिसे इसमें इसके पश्चात् उबल स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रीया उपचार अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उबल अधिनियम कहा गया है) की धारा 17 की उपचारा (२क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केंद्रीय सरकार का समाधान हो गया है कि उबल स्थापन के कर्मचारी, किसी पृथक अभिवाद्य या प्रीमियम का संदाय किए जाता है, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कामये उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेद्य सहवद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उबल स्कीम कहा गया है) के अधीन उन्हें प्रदूषित हैं;

प्रतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपस्थिति (अ) द्वारा प्रदत्त शर्तों का प्रयाग करते हुए और इससे उपाबद अनुसूची में विस्तृत शर्तों के अवधारणा रखने हुए, उक्त स्थापन को तीन वर्ष की अधिक के लिए उक्त स्कीम के मान उत्तरव्याप्ति के अन्तर्गत स्थापित करें। उक्त स्कीम के मान उत्तरव्याप्ति के अन्तर्गत स्थापित करें।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्राविधिक भविष्य नियंत्रण आयुक्त, पंजाब को ऐसी विवरणियां भेजेगा और ऐसे खेत्र एवं तथा विवरण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केंद्रीय सरकार, समय-समय पर निर्विट करे।

2. नियोजक, ऐसे विवरण प्रभारों का प्रयोग के मान की समाप्ति के 15 दिन के भंतर संदाय करेगा जो केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपस्थिति (अ) के खण्ड (क) के अधीन समय-समय पर निर्विट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके प्रत्यागत लेखांगों का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम क, संदाय, लेखांगों का अन्तरण, विवरण प्रभारों का संदाय मादि भी ही होने वाले भी अध्यों का बहुत नियोजक द्वारा किया जायेगा।

4. नियोजक, केंद्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कमी उनमें संशोधन किया जाए तब उस संशोधन की प्रति यथा कर्मचारियों की बहुमतेवा की भाषा में उपको मूल्य बारों का अनुजाव, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य नियंत्रण का या उक्त अधिनियम के प्रधान छूट प्राप्त किये स्थापन की भविष्य नियंत्रण का पहले ही सदस्य है, उसके स्थापन में नियोजन किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सम्बन्ध के अप में उपका नाम तुग्ग दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम की संदर्भ करेगा।

6. यदि उक्त स्कीम के प्रधान कर्मचारियों को उपलब्ध कायदे बदला जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समृद्धि रूप से बढ़िया की जाने की अवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के प्रधान अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की भूर्य पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दिन में संदेय होती, जब वह उक्त स्कीम के प्रधान होता तो, नियोजक कर्मचारियों के विधिक वारिस/नामनिर्देशिती की प्रतिकर के रूप में दोनों रकमों के प्रधान के बाबत रकम का संबंध करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संशोधन प्राविधिक विधि किया आयुक्त, पंजाब के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल ग्राह्य पड़ने की संभावना हो चक्र, प्राविधिक विधि किया आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों की अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उप सामूहिक बीमा स्कीम के नियम स्थापन पहले अपना चुका है, प्रधान नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रौप्य से कम हो जाते हैं, तो यह छूट शुद्ध की जा सकती है।

10. यदि किसी कारणवश, नियोजक उम्मीद तारीख के भंतर, जो भारत य जीवन बीमा नियम नियम करे, प्रीमियम का संदाय करने से अम्भल रहता है, और पातिसी वा अपारान हो जाने दिया जाता है तो छूट शुद्ध की जा सकती है।

11. नियोजक द्वारा प्रीमियम के गदाय में किया जा किसी व्यापक रूप से इसमें उन मूल सदम्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी जाए होती तो उक्त स्कीम के अन्तर्गत होते, वे माफायदों के संबंध का उत्तराधिकार नियोजक पर होंगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के प्रधान जाने वाले किसी सदस्य की मृत्यु होने पर उसके हृदादार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय नत्पत्ता से और प्रस्तेक वश में भारतीय जीवन बीमा नियम से बीमाकृत रकम प्राप्त होने वे मात्र विन के भंतर युनिश्चित करेगा।

[संख्या एम-35014/ज०५/८२-१० एफ० ३]

S.O. 3931.—Whereas Messrs Associated Cement Companies Limited, Bhupendra Cement Works, P. O. BCW Surajpur (133301), Distt. Ambala (Code-PU/1). (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014 (235) /82-PF. II]

का० आ० 3932.—दि एसोसिएटेड 'सीमेण्ट कम्पनीज लिमिटेड, बाड़ी सीमेण्ट वर्क्स, डाकघर, बाड़ी 525225, बुलबाग, जिला, (के० एन/3747), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कमंचारी भविष्य निधि और प्रक्रीण उपबन्ध प्रधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त प्रधिनियम, कहा गया है) की धारा 17 की उपधारा (2क) के प्रधीन छृष्ट विए जाने के लिए आवेदन किया है :

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कमंचारी, किसी पृथक भावधार्य या भ्रीमियम का संदाय किए विमा ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के प्रधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कमंचारियों के लिए ये कायदे उन कायदों से भविष्य प्रतुकूल हैं जो कमंचारी निशेष सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के प्रधीन उन्हें प्रतुकृय हैं ;

प्रतः, केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनियिष्ट शक्तियों के प्रधीन रहते हुए, उक्त स्थापन को तीन वर्ष की प्रवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रबर्तन से छृष्ट देनी है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रावेशिक भविष्य निधि आयुक्त कर्नाटक को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा व्यवेत तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रशान्त करेगा जो केन्द्रीय सरकार, भ्रीमय-भ्रमय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारी का प्रत्येक मास की भ्रातालिन के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 17 की उपधारा (3क) के बाण्ड (क) के प्रधीन भ्रमय-भ्रमय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रसामन में, जिसके अन्तर्गत लेखाद्वीका रखा जाना विवरणियों का प्रस्तुत किया जाता, बीमा भ्रीमियम का संदाय, लेखाद्वीका का अन्तर्गत, निरीक्षण प्रभारी का सदाय आदि भी है, इन्हें वाले सभी व्यवर्यों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कमंचारियों की बहुसंख्या की जावा में उनको मुख्य जातों का अनुबाद, स्थापन के मूल्यां पर प्रवर्णित करेगा।

5. यदि कोई ऐसा कमंचारी, जो कमंचारी भविष्य निधि का या उक्त प्रधिनियम के प्रधीन छृष्ट प्राप्त किसी स्थापन की भविष्य निधि का पृष्ठे ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरत दर्ज करेगा और उसकी जावा भ्रावधक भ्रीमियम भारतीय जीवन निगम की संबन्ध करेगा।

6. यदि उक्त स्कीम के प्रधीन कमंचारियों को उपलब्ध फायदे द्वारा जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के प्रधीन कमंचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कमंचारियों के लिए सामूहिक बीमा स्कीम के प्रधीन उपलब्ध फायदे उन फायदों से भविष्य प्रतुकूल हों, जो उक्त स्कीम के प्रधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कमंचारी की दृत्यु पर इस स्कीम के प्रधीन सन्देश रकम उस रकम से कम है, जो कमंचारी को उस दण में संवेद्य होती, तब वह उक्त स्कीम के प्रधीन होता तो, नियोजक कमंचारी के विविध वारिस/नाभनिर्देशितों को प्रतिक्रिय के रूप में दीती रकमों के अन्तर के बारबर रकम की संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना महीं किया जायेगा और जहाँ किसी संशोधन से कमंचारियों के त्रितीय प्रतिक्रिय प्रभाव पृष्ठे की संभावना हो वहाँ, प्रावेशिक भविष्य निधि आयुक्त, भ्रमा अनुमोदन देने से पूर्व कमंचारियों को प्राप्त दृष्टिकोण स्थाप्त करने का पुस्तिकृ प्रयत्न देवगत है।

9. यदि किसी कारणबाटा, स्थापन के कमंचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पृष्ठे अपना चुका है, प्रधीन नहीं रह जाते हैं, या इस स्कीम के प्रधीन कमंचारियों को प्राप्त होते वाले फायदे किसी रीत में कम हो जाते हैं, तो यह छृष्ट रह की जा सकती है।

10. यदि किसी कारणबाटा, नियोजक उम नियत लारीब के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, भ्रीमियम का संदाय करने से असफल रहता है, और पालिती को व्यपत नहीं जाने दिया जाता है तो, छृष्ट रह की जा सकती है।

11. नियोजक द्वारा भ्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दण में उन मूल सदस्यों के सामनिर्देशितों या विविध वारिसों की

जा यदि यह, कृष्ट न दो गई होती तो उक्त स्कीम के अन्तर्गत हाले बीमा कायदा के मद्दय का उत्तराधिकार नियोजित प्राप्त होता।

12. उक्त स्थापन के सम्बन्ध में नियोजित, इस स्कीम के अधीन आने वाले किसी भवय की मृत्यु होने पर उसके हकदार नामनिर्देशितार्थी/विधिक बारिसी का बीमाकृत रकम का मदाय लक्षणों से और प्रत्येक दशा में भाग्योदय जीवन बीमा नियम से बीमाकृत रकम प्राप्त होने के मात्र दिन के भवित्व मुत्तिष्ठित करेगा।

[मंद्या एम-३५०१४/३८५/५२-पी.० एफ०-३]

S.O. 3932.—Whereas Messrs The Associated Cement Companies Limited, Wadi Cement Works, Post Office, Wadi-525225, Gulbarga District, (KN/3747) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the

said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014/385/82-PF. II]

कांडा० ३९३३—मैसर्ज एमांसिएट एमिटेड कम्पनी टिमिटेड, किस्तवा तीमेण्ट बर्स, पिन कोड ५२२५०२, गुण्डा जिला, भारत प्रदेश, (ए०पी०/९) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कम्पनीरी अधिकारी निधि और प्रक्रीय उपबन्ध प्रधिनियम, १९५२ (१९५२ का १९) जिसे इसके पश्चात् उक्त प्रधिनियम कहा गया है की धारा १७ की उपचारा (२) के प्रतीक भवकार का समाधान हो गया है कि उक्त स्थापन के कम्पनीरी, किसी पृथक अभियाय या श्रीमियम का मदाय किए बिना ही, भाग्योदय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कम्पनीरीयों के लिए को पायदे उन कायदों से अधिक अनुकूल हैं जो कम्पनीरी निषेप सहबद्ध बीमा स्कीम, १९७६ (जिस प्रमाणे इसके पश्चात् उक्त स्कीम कहा गया है) के प्रधीन [उन्हें अनुसूची है],

अब, केन्द्रीय भवकार का समाधान हो गया है कि उक्त स्थापन के कम्पनीरी, किसी पृथक अभियाय या श्रीमियम का मदाय किए बिना ही, भाग्योदय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कम्पनीरीयों के लिए को पायदे उन कायदों से अधिक अनुकूल हैं जो कम्पनीरी निषेप सहबद्ध बीमा स्कीम, १९७६ (जिस प्रमाणे इसके पश्चात् उक्त स्कीम कहा गया है) के प्रधीन [उन्हें अनुसूची है],

अतः, केन्द्रीय भवकार, उक्त प्रधिनियम की धारा १७ की उपचारा (२) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपचार अनुसूची में विनिर्दिष्ट गती के प्रधीन रहते हुए, उक्त स्थापन को तीन दृष्टि की अधिधि के लिए उक्त स्कीम के सभी उपचारों के प्रबंधन से छूट देनी है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रावेशिक प्रविष्टि निधि प्राप्ति, भारत प्रदेश की गैरी विवरणिया भेजेगा और ऐसे लेखा रखेगा भवा निरीक्षण के लिए गैरी भविधाया प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट हो।

2. नियोजक, ऐसे निरीक्षण प्रभारी का प्रत्येक मास की समाप्ति के १५ दिन के भीतर मदाय करेगा जो केन्द्रीय भवकार, उक्त प्रधिनियम की धारा १७ की उपचारा (२) के छण्ड (क) के प्रधीन समय-समय पर निर्दिष्ट हो।

३. मूर्खिक बीमा स्कीम के प्राप्ति में, जिसके अन्तर्गत नेशनल का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा विविध का संदर्भ, नेशनल का प्रमाणगण, निर्विशेष प्रभावों का, संदर्भ प्राप्ति भी है। होने वाले सभी व्याप्तियों का बहुत नियोजक द्वारा किया जाएगा।

४. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित मूर्खिक बीमा स्कीम के नियमों की एक प्रति, और जब कर्मचारी उनमें संशोधन किया जाए, तब उम संशोधन की प्रति तथा कर्मचारियों की वहुसंख्या की भावा में उसकी मूल्य बानों का अनुक्रान, स्थापन के सूचनाएँ पर प्रदर्शित करेगा।

५. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य नियिका का या उक्त प्रधिनियम के अन्तर्गत छठ प्राप्त कियी गयी स्थापन की भविष्य नियिका पहले ही मदद्य है, उसकी स्थापन में नियोजित किया जाता है तो, नियोजक गामूर्खिक बीमा स्कीम के सदस्य के स्वयं द्वारा उसका नाम दुरुप्त दर्ज करेगा और उसकी बाबत प्रारंभिक भविष्य भागीर्थी जीवन नियम को संवर्त करेगा।

६. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बदल जाने हैं तो, नियोजक मामूर्खिक बीमा स्कीम के अन्तर्गत कर्मचारियों का उपलब्ध कायदे में सम्बिल रूप द्वारा दिया जाने की अवस्था करेगा जिसमें कि कर्मचारियों के लिए मामूर्खिक बीमा स्कीम के अन्तर्गत उपलब्ध कायदे उक्त कायदों द्वारा अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

७. मामूर्खिक बीमा स्कीम में किसी बात के हास्ते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवैय रकम उम रकम से कम है, जो कर्मचारी को उम बाटा में संवैय होती, जब वह उक्त स्कीम के अधीन होता हो, नियोजक कर्मचारी के विधिक बाधिम/नामनिर्देशिती को प्रतिक्रिया के स्वयं में दोनों रकमों के अन्तर के बाबत रकम का संदर्भ बरेगा।

८. मामूर्खिक बीमा स्कीम के उपलब्धी के कोई भी संशोधन, प्रारंभिक भविष्य नियिका आयुक्त, आनंद प्रवश के पूर्व अनुमोदित के हित नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूप प्रभाव पड़ते की समाजना हो चहाँ, प्रारंभिक भविष्य नियिका आयुक्त, अपना अनुमोदित देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिगुण अवसर देगा।

९. यदि किसी कारणवश, स्थापन के कर्मचारी, भागीर्थी वर्ष बीमा नियम की उम मामूर्खिक बीमा स्कीम के, जिसे स्थापन पहले अपना अनुमोदित नहीं किया जाने हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे जीवन से कम हो जाने हैं, तो वह छठ रुट की जा सकती है।

१०. यदि किसी कारणवश, नियोजक उम नियत सार्वजनिक के अंतर, जो भागीर्थी जीवन नियम नियन करे, प्रारंभिक का संदर्भ करने में असकल रहना है, और पालियी को अपना ही जाने दिया जाता है तो, छठ की जा सकती है।

११. नियोजक द्वारा प्रारंभिक के बंदाय के बारे गए किसी व्यक्तिक्रम की दशा में उन सूत भदस्यों के नामनिर्देशितीयों या विधिक बाधितों को जो यदि यह छठ न रही गई हाती सो उक्त स्कीम के अन्तर्गत होने, बीमा कायदी के संदर्भ का उन्नरदायित नियोजक पर होगा।

१२. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अन्तर्गत आने जाने किसी सदस्य की मृत्यु होने पर उसके हकदार नाम नियोजितीयों/विधिक बाधितों को बीमाहृत रकम का संदर्भ तप्तरा में और प्रत्येक दशा में भागीर्थी जीवन बीमा नियम से बीमाहृत रकम, प्राप्त होने के गति दिव के प्रीतर मुनिष्ठित करेगा।

S.O. 3933.—Whereas Messrs. The Associated Cement Companies Limited, Kistna Cement Works, Pin Code-522502, Guntur District, Andhra Pradesh, (AP/9) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance

Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(387)/82-PF. II]

क्र.० अ.० ६ ९३४—पैसर्स एंसोलि इंड मीटिंग कम्पनी लिमिटेड, मान ऐरियन सीरिज बर्क्स, मानजॉर्जिसन सीरिज बर्क्स (आम्बर), आई.ए.ए.बाद जिला, आनंद प्रदेश (ए.पी.०/२३५), (जिसे इसमें इसके पश्चात उत्तम व्यापक कहा गया है) ने कर्मचारी भविष्य निधि और प्रकर्षण उत्तम व्यापक, 1952 (1952 का 19) (जिसे इसके पश्चात उत्तम व्यापक कहा गया है) की धारा 17 की उपधारा (२क) के अन्तर्गत छूट दिया जाने के लिए प्रावेदन किया है;

प्रारंभ केवल। मरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी दूषक व्यापक व्यापक या प्रेमियम का धाराय किए बिना हो, भारतीय जाति वंश मानियम का आमूहिक बीमा स्कीम के अधीन जीवन बासा के लिए से कावरें उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कावरें उन कावरों से कधिया अनुकूल हैं जो कर्मचारी नियोजित संसद वंश म. स्क. म. 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अन्तर्गत उन्हें अनुरूप हैं;

प्रति केवल सभ्यात्, उक्त व्यापक की धारा 17 की उपधारा (२क) द्वारा, प्रदेश भक्तियों का प्रयाप होते हुए और इसमें उपादक अनुभूमि में विद्युदिट जनों के अधीन रहते हुए, उक्त स्थापना का तीन वर्ष का अवधि के लिए उक्त स्कीम के सभी उत्तम्या के प्रबलता से छूट देती है।

अनुसूची

1. उक्त स्थापन ., सम्बन्ध म. नियोजक प्रावेशिक + विषय निधि प्रावृक, आम्बर प्रदेश को ऐसी व्यवस्था भेजना और ऐसे ऐसा रखें जिसे नियोजक के लिए ऐसी सुविधाएं-प्रदान करेया जो केवलीय सराया समय-भवय पर नियोजित करे।

2. नियोजक, ऐसे नियोजक प्रभारी का प्रयोग साम हो समाप्ति के 15 दिन के भीतर सदाचार दरेया जाकेवलीय सरकार, उक्त व्यापक की धारा 17 ही उपधारा (२क) के बाइ (क) के अन्तर्गत सम्बन्ध व्य पर नियोजित करे।

3. सामूहिक बासा स्कीम के व्यापासन में, जिसके अन्तर्गत येत्रीयों का रक्त जाता विवरणियों का, प्रमुख विया जाता, वंश म. प्रीमियम का संवाद, लेखाभ्यां ता अन्तर्ण, निरंतरण प्रभारी क. संवाद आदि भी है, इसे वाले सभी व्ययों का वहस नियोजक द्वारा किया जायेगा।

4. नियोजक, केवलीय सरकार, द्वारा यह, अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उसमें संशोधन प्रयोजन, नव उक्त समाधान के प्रति नव् कर्मचारियों की बदुसंव्या की भाव. म. गर्मी सुख बाता का अनुबोध स्थापन के भूजन पढ़ा पर प्रदेशित करेया।

5. यदि कोई दूसरा कर्मचारी, जो कर्मचारी भविष्य निधि का उक्त व्यापक के अन्तर्गत छूट प्राप्त नियम स्थापन की भविष्य निधि का पहने ही व्यवस्था है, उसके स्वायत्त में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के संवाद के रूप में उसका नाम उपर्युक्त दर्ज करेया और उसका आवश्यक प्रीमियम भारतीय जीवन बीमा नियम का मंजून करेया।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध कावरे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अन्तर्गत कर्मचारियों का उपलब्ध कावरों में समुचित रूप में बढ़ाये जाने की व्यवस्था कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कावरे उन कावरों में अधिक अनुकूल हों, जो उक्त स्कीम के अन्तर्गत अनुरूप है।

7. सामूहिक बीमा स्कीम में कर्म बात के अन्तर्गत दूसरा भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सम्बद्ध रकम उस रकम से कम है, जो कर्मचारी उस व्यापा में सदैय होती, अब वह उक्त स्कीम के अधीन होता है तो, नियोजक कर्मचारी के विधिक वारिस/नाम सर्वेतिथा को प्रतिक्रिया के रूप में दानी गमी के अन्तर्गत के व्यवहार रकम का, सदाय करेगा।

8. सामूहिक बीमा स्कीम के अन्तर्गत दूसरा भी, यदि किसी व्यवहार नागरुक, आम्बर प्रदेश के पूर्व अनुमोदित के बिना नहीं किया जायेगा और जो ऐसी संशोधन से अनुभावियों के हित पर प्रतिकूल (प्रवास पड़ने की संभावना है) थहरा, प्रावेशिक भविष्य निधि प्रावृक, आमा प्रावृक व्यवहार देने से पूर्व कर्मचारियों को अपना व्युटिकण स्पष्ट करने का योक्तव्य अवश्य देगा।

9. यदि किसी कारणबाट, व्यापक के कर्मचारी, भारतीय जीवन बीमा नियम को उम सामूहिक बीमा स्कीम के, जिसे स्थापन पहले प्रसन्न करका है अन्तर्गत नहीं रह जाने हैं, या इस स्कीम के अधीन कर्मचारियों की प्राप्त दूसरे वाले कावरे किसी रीति से रकम नहीं जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणबाट, नियोजक उम नियम नाराज़ के भीतर जो भारतीय जीवन बीमा नियम नियत करें, प्रीमियम का संवाद उसे भी अनुरूप रहता है, और पालियी की व्यवस्था हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदर्भ में किए गए किसी व्यवहार की दृष्टि में उम सून सवायों के नामनिर्देशितियों या विधिक वारिसों की जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा कावरों के संदर्भ का उत्तराधिकृत नियाजक पर होता।

12. उक्त स्थापन के अन्तर्गत में नियोजक, इस स्कीम के अन्तर्गत आने वाले किसी भवस्य की मृत्यु होने पर उसके हक्कदार नाम नियोजितियों/विधिक वारिसों को बीमाहृत रकम का संदाय तपारता से और प्रत्येक व्यापा में भारतीय जीवन बीमा नियम ने बीमाहृत रकम प्राप्त होने के साथ दिन के भीतर लुप्तिकृत करेगा।

[मुद्रा एस-35014/388/प्र-र्न-एफ०-२]

S.O. 3934.—Whereas Messrs. The Associated Cement Companies Limited, Mancherial Cement Works, Mancherial Cement Works (Post Office), Adilabad District, Andhra Pradesh (AP/239) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in

enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014/388/82-PI. II]

• का० आ० 3935.—संस्था० संपर्क राज्यकालीन नियमित अन्वेषण (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भवित्व निधि और प्रक्रिया उत्तम अधिनियम, 1952 (1952 का 19) (अंत में इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपरामा (2क) के अंतर्गत (1) क्योंगे संपर्क वक्तव्य, कर्मचारी, सध्य प्रदेश (एम०प०/45), (2) कर्मचारी फ़ायदे विकास एजेंट पार्टरी, कर्मचारी, सध्य प्रदेश (एम०प०/46), (3) मेहंगाव संपर्क वक्तव्य, मेहंगाव सध्य प्रदेश, (एम०प०/17) और (4) जामूल सीमेण्ट वक्तव्य, सध्य प्रदेश (एम०प०/978), में स्थित उनके युनिट्स छूट दिए जाने के लिए आवंटन किया है; और कर्मचारी सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पूर्वक अभियान या प्राप्तियम का सन्दर्भ विए विना ही भारत जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जो उक्त बीमा के अप्प में फ़ायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फ़ायदे उन फ़ायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप स्तुति वीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्थीम कहा गया है) के अंतर्गत उन्ने अनुज्ञये हैं।

प्रत कर्मचारी सरकार, उक्त अधिनियम की धारा 17 की उपरामा (2क) द्वारा प्रदेश शक्तियों का प्रयोग करते हुए और इसमें उपावक्तु अनुसूची में विनियिष्ट शर्तों के अधीन रखते हुए, उक्त स्थापन को लीन वर्ष का प्रबन्धि के लिए उक्त कर्मचारी के मध्ये उपवर्धनों के प्रवर्तन में छूट देता है।

अनुसूची

1. उक्त स्थापन के संवधन में नियोजक प्रबन्धिका भवित्व निधि आयक सध्य प्रदेश कांडेरी विवरणिया बंजेरा और ऐसे सेवा स्थापना तथा निरीक्षण के लिए ऐसी मुविधापाद प्रदान करेगा जो कर्मचारी सरकार समय-समय पर नियिष्ट करें।

2. भियोजक, ऐसे निरीक्षण प्रभारी का प्रत्येक साम की समाप्ति के 15 वित्त के भीतर संवाद करेगा जो कर्मचारी सरकार, उक्त अधिनियम की धारा 17 की उपरामा (1क) के अधीन समय-समय पर नियिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके प्रभावी सेवाओं का रखता जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्राप्तियम का संवाद, नियोजक प्रभारी का संवाद आदि भी है, होने वाले उसी व्यवों का बहुत निर्धारित ढारा किया जायेगा।

4. नियोजक, कर्मचारी सरकार द्वारा यथा अनुमतिल सामूहिक बीमा स्कीम के नियमों की एक प्रसिद्धि, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भावत में उसकी मुख्य बातों का अनुबाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई कर्मचारी, जो कर्मचारी भवित्व निधि का या उक्त अधिनियम के प्रधीन छूट प्राप्त किये स्थापन की भवित्व निधि का पहले ही सम्पर्क है, उनके स्थापन में नियोजित किया जाता है तो, नियोजक

न महिक वै मा क्षम वा सदस्य वे रुक्त म उर्ध्वा दृम तुरन्, दर्ज अत्,
अर उर्ध्व व वै अवग्रहक प्र मैत्रम भ व व जयो व वा विम का
मद्वा व वै ।

७ समूहव वसा क्रम में किया जाता है अतः यदि किस क्रमबद्धि के मध्य पर इन समयों के अधीन सदैव ग्रन्थ उत्तम सम से बनते हैं तो क्रमचरण का इन दश मध्यम अधीन उत्तम उत्तम क्रम के अधीन होता है। तो नियांजक क्रमचरण के विधिक वरिष्ठों में दाशत को प्रतिपादित के रूप में दाना रखता है अर्थात् के बर्बर ग्रन्थ का सदैव क्रम है॥

८ साम तिक व मा म्हण व उवाचया म काई भ मशाव। प्र इशिक
भविष्य पिष्ठे आयका मध्य प्रदेश के पूर्व अनमादा, वे बिना ही विदा
ज येणा और उडा किय सजाव। म कमचरिया के हिन पर प्रेषकल
प्रभाव पडन के मसावन ह। वडा प्रदेशक मैत्रि पिष्ठे आयकरे झेण।
अनुमादन दन म पूर्व कमचरिया का अपन देष्टकाण म्हट वृण वा
यक्तियक अवदर दो।

७५ द किंवा करणवृग्म स्थाप कर्मचार भूतय जनने वा मानिस के उन सम्बन्धों वा मानस के जिसे स्थापन पहले अपा चुका है अर्थात् ऐसी गृह जाते हैं या इन समझ के अवृत्त कर्मचारिण्यों का प्राप्त हात वाले कायदे किनी रूप स कर्मचार जाते हैं तो यह छोटे रद्द कर जा सकते हैं।

10 यदि किमी कान्धवग नियोजक उम प्रियत , रख के रूप में, जो भारतीय जीवन वा मा नियन तियो, कर प्रीमियम का, मदाय करने असकत रहा, है और पर वा व्यष्ट हो जात दिया जात है ता छुट रद्द क जा सकत है।

11 नियाजक द्वारा प्रभियम के मद्दाय में किए गए किसी व्यक्तिकृम की दण्डा में उन मृत महस्तों के नाम नहीं शायद या विधिक वाचिका का जा यदि यह छूट न दे गई हार ता उक्त स्तरों के अन्तर्भूत हात बेसा फ़फड़ों के मद्दाय का उन्नदायिन्च नियाजक बर हो।।।

१२ उक्त स्थानों के मध्य में नियाजरु इस स्क्रीम के अन्दर न आना वाले किसी सदस्य के मृत्यु होने पर उनके हक्कदार नाम निर्देशितया। विधिक वारिया के बैंकाकूट रकम का सदाय तैयारना से और प्रत्येक दशा में भारत य जैवन वे साति-सम वे बैंकाकूट रकम प्राप्त होने के सात दिन के भीतर मुक्तिश्वत्तन करना।

[મસ્તા એમ- 5014/417/8 પે. ૦ એફ-]

S O. 3935—Whereas Messrs Associated Cement Companies Limited, Bombay (hereinafter referred to as the said establishment) have applied for exemption in respect of their Units at (i) Kymore Cement Works, Kymore, Madhya Pradesh (MP/45), (ii) Katni Fire Bricks and Pottery, Katni, Madhya Pradesh (MP/46), (iii) Mehgaon Cement Works, Mehgaon, Madhya Pradesh (MP 46), and (iv) Jamul Cement Works, Jamul, Madhya Pradesh (MP/978), under sub section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any

separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme).

Now therefore in exercise of the powers conferred by subsection (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULING

1 The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2 The employer shall pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3 All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns payment of insurance premia, transfer of accounts payment of inspection charge, etc shall be borne by the employers

4 The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof in the language of the majority of the employees

5 Whereas the employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment the employee shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under this Scheme.

7 Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8 No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9 Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10 Where for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if an, made by the employer in payment of premium etc, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominees/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(417)/82-PF.II]

क्षा० आ० ३९४६।—मैर्स्ट प्रोफिटेक सर्मेट कम्पनी लिमिटेड, प्रांतिका इण्डस्ट्रियल स्टेट, नई दिल्ली-१० (एफ०एल/१५) (जिसे इमर्स्ट हगे के प्रचलित उन्नत म्याग्न कहा गया है) ने कम्पनी भवित्व निधि और प्रक्रिया उन्नत अधिकारीयम् १९५२ (१९५२ का १०) जिसे हमें हस्त के प्रधान उन्नत अधिकारीयम् कहा गया है। के प्रधान १७ के उद्योग (के) के प्रबंधन एवं वित्त जाने के लिए आवेदन किया है।

ओर कर्व्वय मारकार का भवनधान हो जा है जि उक्त स्थान के कर्मचारी, किसी पूर्शक अधिदाय या प्रभिष्ठम का गदाय किए जाते हैं, भारतीय जीवन में तिनमें से सामृद्धिक जीवा स्टॉल के अर्द्धन जीवन जीवा के अप में कावड़े उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कावड़े उन कावड़ों से अधिक अनुकूल हैं जो कर्मचारी मिथेप नशबद जीवा स्टॉल, 1976 (जिसे हमके इसके पश्चात् उक्त स्टॉल कहा जाता है) के प्रधन उन्हें अनुशेष्य हैं।

अम बैल्य सर्वार, उक्त प्रधिनियम के धरा 17 के उपयोग (अ) द्वारा प्रवल्ल भाइयो का प्रयोग करते हुए और हमें उपचार अनुसूची में डिविडिट शर्तों के अधीन रहते हुए, उक्त स्थापन को तरन वर्ष के अधिक कर लिए। उक्त संसद के सभी उपचारी के प्रबलता से छट दें।

अमर अमृती

१ उक्त स्थापन के मध्य में नियोजक प्रांतीय विभाग सम्मुख दिक्षिण एस्ट्रेलिया को ऐसे विवरणिया भेजेगा और ऐसे लेख गवेश तथा निरंकण के लिए ऐसे सुनिश्चित प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर नियंत्रित करे।

२ नियाजक, ऐसे निर्वाक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के अंतर महात्र करें। जो केवल य संग्राह उक्त अधिनियम की प्रधारा 17 की उपशाखा (क) के अन्तर्गत (क) के प्रधान भवय-भवय पर लिपिदित करें।

३. वास्तुविद्या वै मा सर्वम् के प्रश्नासन में, जिसके अन्तर्गत लेखाचारों का रखा जाता, विवरणियों का प्रश्नातुत किया जाता। वै मा प्रीमियम का भद्राय, लेखाचारों का अन्तर्गत निर्व क्षण प्रश्नारों का संबंधित प्राप्ति भी है, होने वाले सभी व्ययों का बहुत नियोजक दृष्टि किया जायेगा।

१. नियोजक, केंद्रीय सरकार पुरा यथा अनुमोदित समृद्धिक व मालके देश के नियमों का एक प्रति और जश कभी उनमें संग्रहित किया। जाएं तब उस संग्रहित की प्रति तदा कर्मचारियों को बहुमतवार के भावों में उनकी मध्य बातों का अवलोकन, स्वयंपन के सञ्चालन-पट्ट पर प्रदर्शित करें।

5 यदि कोई ऐसा कम्पनीर, जो कम्पनीर भविष्य निर्धार का या उक्त अधिनियम के अधीन छूट प्राप्त किए स्थापन की भविष्य निर्धार का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है सो, नियोजित सांख्यिक वैसा रूप से के सदस्य के रूप में उसका नाम बुराल दर्ज करना चाहिए और उसी बाबा वापरप भविष्य भारतीय रिक्विरी विवाद विधि को संबंधित करेगा।

6 यदि उसके स्कोर के अधीन कर्मचारियों को उपलब्ध कायदे थाएँ जाने हैं तो, नियंत्रण मूलिक रूप से स्कोर के अधीन कर्मचारियों को उपलब्ध कायदों से सम्बद्ध रूप से बुद्धि का जातेकी व्यवरथा करेगा जिससे कि वर्षमासियों के द्वारा मूलिक वर्ष मासिक स्कोर के अधीन उपलब्ध कायदे उन कायदों से अतिक्रम अनकृत हों जो उन्हें स्कोर के अधीन न अनुशय हैं।

७ सम्झूल व मानकीय में किसी बात के हतों हुए भी, यदि किसी असंचार के मत्य पर उस सम्मेलन के अधीन संदेश रकम उस रकम से कम है, तो असंचार का उस दिग्गज में संदेश होता, जब वह उसका लक्ष्य के अधीन होता हो। तो, नियाचक क्रमशाले के विधिक बारिश/वासिनिदेशित का प्रत्यक्षर के एवं में दोनों रकमों के अन्तर के बाबत उसका अद्याय करेंगा।

८ मध्यिक वर्ष मा स्थिर के उपबन्धों में कोई भी संशोधन प्राप्तिशक्ति नहीं दिल्ली अधिकारी दिल्ली के पूर्व अधिकारी दिल्ली के बिना नहीं किया जा सकता अर्थात् जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने के संभवताहैं, वहाँ प्राप्तिशक्ति अधिकारी दिल्ली अधिकारी दिल्ली के पूर्व कर्मचारियों को अपना दृष्टिक्षण स्थाप्त करने का योग्यता अवगत देता।

५ यदि किसे कारणशी, स्थापन के कर्मचारी, भारत य ज़ब बन दीमा निःसंकेत उन सम्हेल वर्ष मा इसम के, जिसे स्थापन प्रदाने गया। चुका है अधिक नही रह जाते है, या इस स्थापन के प्रधान कर्मचारियो को आज इस बात का ज़रूर रखते है, तो यह अब रह कर जा सकते है।

१० यदि किसी कारणवश, नियोजक उम नियन्त नाशिक के भी तर जो भारतीय वर्ष बंद बंदा नियम नियन्त करें प्रसिद्धम का संदाय करने में असफल रहता है और पालिन्द का अपेग हां आने दिया जाता है तो, कुट एवं जामका जा सकता है।

11 नियोजक वृत्ति प्रभियम के मद्दय में चिरं पाए किसे अविक्रम की दणा में उन मूल सवार्यों के भास्मान्दर्शकोंशियों या विविध बारिमों का आशा यथि यह छूट न हो गई होतः तो उकने स्फुर्त में क्रमान्वत होते हैं मात्र काषटदो के मद्दय का उत्तरवाद्यापित्व नियोजक पर होता।

१.२ उक्त स्थान के संबंध में निर्णयक, इस कर्क्षण के अर्थमें प्राप्त होने की किसी सरकार की मूल्यहोते पर उसके हकदार नाम निर्दिशितयों/विवरिक विभिन्नों की बेसाकूल रकम का संदाय तत्परता से आवंट प्रत्येक वर्षा में वर्गीकृत यज्ञवल्ल वसा नियम से बेसाकूल रकम प्राप्त होते के सात दिन के दौरान भैरव भूतिश्चित्त करता।

[संख्या ए-35014/441/82-पी० एफ-III]

S.O. 3936.—Whereas Messrs The Associated Cement Companies Limited, Okhala Industrial Estate, New Delhi-20 (F1./127) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (2A) or section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium etc. responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

नई त्रिवेन, ६ नवम्बर, १९८२

कांगड़ा ३९३७ सैयर्स यनियन कार्बॉड इंडिया एमिटेड १ मिडिलन स्ट्रीट कलकत्ता-७०००१२। जिसे हमें हमें पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भवित्व निधि और पक्ष उपलब्ध अधिनियम, १९५२ (१९५२ का १५) जिसे हमें हमें पश्चात् उक्त अधिनियम कहा गया है) का धारा १७ का उपाया (२क) के अधीन आपत्ति सुखालय व पश्चात् जो कोड न० ३३३-५२१० में अन्वेषण घर है, को छठे शिंग आवं के लिए आवेदन किया है।

ओर केन्द्रीय सरकार का समाधान हा गया है कि उक्त स्थापन के कर्मचारी तिर्यक पूर्यष अधिकारी वा योगदाता, किए विना ही, भारतीय जनन वर्षा की नियम की संगति के में स्थित कर्मचारीयों के लिए ये पायदे उस फलदारी से अंतिम अनुकूल है जो कर्मचारी विधेय संसद व भा स्कूल, १९७६ (जिसे हमें हमें पश्चात् उक्त स्कूल कहा गया है) के अधीन उक्त स्कूल है,

अश. केन्द्रीय सरकार, उक्त अधिनियम की धारा १७ का उपाया (२क) द्वारा प्रदल अधिनियम के प्रयोग करने की ओर हमें उपायद अनुकूल में विविध शर्तों के अधीन होने हुए, उक्त स्थापन को तर्त वर्षों को अधिक ते लिए उक्त स्कूल के सभी उपबन्धों के प्रवर्तन में छूट देने है।

अमुमूली

१. दशा स्थापन के प्रथम में नियांत्रक प्रारंभिक भवित्व निधि आयुक्त परिचय बगाल को ऐसी प्रिवेगिया देनेगा और उसे नियांत्रक भवित्व निधि के लिए ऐसी नुस्खाएँ प्रदल करेगा जो केन्द्रीय न० ३३३-५२१०, यवद-गमय पर नियिक रूप से २ नियोजक एमेंसिर अण प्रभारा का प्रत्येक योग की समाप्ति के १५ विन के भीतर सदाचार दर्शना जो केन्द्रीय सरकार उक्त अधिनियम की धारा १७ का उपाया (२क) के बाइ (२) के अधीन समय-गमय पर नियिक रूप से

२. न सूचिक रूप स्थापन के प्रणाली में, जिसके अन्तर्गत योग्यांश का रखा जाना, विवरणियों का प्रस्तुत किया जाना, वे सांगियम का सशाय, योग्यांश का अन्वय, नियोजित प्रभारों का संक्षय आदि भी हैं तो वे सभी अधिकों का वहन नियोजक द्वारा किया जायेगा।

३. नियोजक केन्द्रीय सरकार द्वारा यथा अनुसारित मासूचिक रूप स्थापन के नियमों का एक प्रति, ओर जब कर्ता उसे विशेष दिन किया जाए तब उसे योग्यता के प्रभि तथा कर्मचारियों को बहुमतका की आवा में उगके मृत्यु बालों ना अनुवाद स्थापन के सूचना-पट प्रदर्शित कियेगा।

५. यदि कोई ऐसा कर्मचारी, जो कर्मचारी, भवित्व निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किए स्थापन के भवित्व निधि वा परन्तु ही योग्यता के सम्बन्ध में कोई विवाद जाने वाला विवाद जाने वाला नियोजक मासूचिक रूप स्थापन के सम्बन्ध में उसका नाम युक्त दर्ज करेगा और उसका वालन आवश्यक प्रमियम भारतीय जं वन बीमा नियम को सदृश करेगा।

६. यदि उक्त स्थिति के अर्द्धत वर्मचारियों का उपलब्ध कायदे बदला जाने हैं तो नियोजक मासूचिक रूप स्थापन के अधीन वर्मचारियों को उपलब्ध कायदों में सम्बन्ध रूप में युक्त की जाने व्यवस्था करेगा जिसमें कर्मचारियों के लिए समाप्ति के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों जो उक्त स्थिति के अधीन अनुज्ञय हैं।

७. मासूचिक रूप स्थापन में किसी वाले ने होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्थिति के अधीन सन्देश उग रक्षम उम रक्षम में रक्षम है, जो कर्मचारी का उग दिया में मृत्यु हार्न, जब वह उक्त स्थिति के अधीन होता हो, नियोजक कर्मचारी के विविध वार्ता/नामनिर्देशियों को प्रतिक्रिया में रूप में होती रक्षमों के अन्तर्गत बगाल रक्षम का गवाय वर्णय।

8. मामूलिक रूप से स्कर्क के उगवनथा में कार्ड और मशीन . प्रावेशिक भवित्व निधि अयुक्त पश्चिम बंगल के पर्याप्त अनुमोदन के लिए नहीं किया जायेगा और जहाँ किसी मशीन ने कम्पनीया के हित पर प्रतिकूल प्रभाव पड़ने के गमनवाले हों तब आदेश भवित्व निधि अयुक्त, अर्थात् अनुमोदन देने से पूर्व कर्मचारियों को ग्राहन दृष्टिकोण स्थापित करने का मुकिनावन अवश्यक देंगे।

9. यदि किसी कर्मचारी, ग्राहन के कर्मचारी, भारतीय अधिकारी या नियम के उगवने सामूलिक अस्कर्क के लिये स्थापित पूर्वे ग्राहन चुका है अर्थात् नहीं रह जाते हैं, तो उस स्कर्क के प्रवृत्ति कर्मचारियों को प्राप्त होने वाले कार्यदे किसी रूप से कम हो जाते हैं, तो पूर्ण छूट रह कर आवश्यक है।

10. यदि किसी कारणवाले, नियोजक उम्मीद नियत नार्गिस के रूप से जा भारतीय अधिकारी या नियम नियत करे प्रभावित करने से अगफल रहता है, और परिवार को अवगत हो जाते हैं, तो पूर्ण छूट रह कर आवश्यक है।

11. नियोजक द्वारा प्रभियम के सदाय में किए गए किसी अधिकारी की दण्डा में उत्तम गश्मी के लाभनिर्दिशनियों या विधिक वार्षिकों को जीव यत्त्व रह, छूट न रह गई होती तो उक्त स्कर्क के अस्तर्वत होते, बीमा कार्यदे के सदाय का उन्नतव्यवित्व नियोजक पर होगा।

12. उम्मीद स्थापन के सबध्य में नियोजक, हम स्कर्क के अधिकारी ग्राहन वाले याले फिरों गदस्य की मृत्यु होने पर उसके इकाई नाम निर्दिशनियों/विधिक वार्षिकों का बीमाकृत रकम का सदाय त्यक्त होता से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से बीमाकृत रकम प्राप्त होने के गति दिन के भावात् मुकिनावन होगा।

[मो.प्रम-35014/33/82-पी.आफ-१]

New Delhi, the 8th November, 1982

S.O. 3937.—Whereas Messrs Union Carbide India Ltd., 1, Middleton Street, Calcutta-700071, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) in respect of their Head Office and the Branches which are centrally covered under Code No. WB/5216 ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to section (2A) of section 17 of the said Act and subject to Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charge, etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefit, admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, it any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India

[No. S-35014(33)/82-PE.II]

आ०आ० 3938—मौमर्द ई० मेरक (इंडिया) प्रावेट लिमिटेड शिव मार्गेस्टट, "०" डॉ०००३०३० रोड, बाली, बंगल-४०००१८ (पमप्ल/१४४३) (जिसे हमें हमें पालाम उम्मीद स्थापन कहा गया है) ने वर्षतारी भवित्व निधि और प्रक्रिया उपबन्ध अधिनियम 1952 (1952 का 19)) जिसे हमें हमें पालाम उम्मीद स्थापन कहा गया है की धारा १७ की उपधारा (२) के प्रधीन छूट दिया जाने के लिए ग्राहित किया गया है।

और केन्द्रीय मरकार का सम्भाल हो गया है कि उम्मीद स्थापन के कर्मचारी, किसी प्रत्यक्ष अधिनाय का प्रभियम वा सदाय किए बिना हैं। भारतीय जीवन बीमा नियम की मामूलिक बीमा कीमि भवित्व जीवन

ईमा के रूप में फायदे उठा रहे हैं भीर ऐसे कर्मचारियों के लिए फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेप सहबद्ध वी मास्की म, 1976 (जिसे इसके पश्चात उत्तर सर्वी म फहा गया है) के प्रधन उन्हें मननकार्य हैं,

प्रति, ऐसी प्रक्रिया, उचित शिविरियम् की धारा 17 की उपधारा (24) हारा प्रदृश्ट शक्तिशाली का प्रयागतरत हूँ और हमसो उपासना भवनुर्मत्ता में विनादिष्ट शरीरों के धृण न रहत हूँ, उच्चा स्थापन को तंत्र न वर्ष की इष्टविधि के लिए उनत स्कर्म के सभा उपबन्धा दे प्रत्यंतं से छठ देता है।

ધ્રુવી

१ उनके स्थापा के सम्बन्ध में टिक्कीज़क प्रादेशिक भविष्यत् निधि ५ युवत महाराष्ट्र को पक्ष, विवरणिया भेजना आरप्से लेखा गव्हाण स्थ, निर क्षण के लिए सरी सुविधा प्रदन करेगा जो इन्हें सरकार समय-भवय पर निर्दिष्ट करे।

२. सियोजक, एसे निर्भाव प्रभावने था, ऐत्येष मम का समाप्ति के 15 दिन के भीतर सद्य बरेगा जो केवल य गरबार, उबम अधिनियम की धारा 17 की उपाधार (अ) के खड़ (व) के शब्दन समय-समय पर निविष्ट थे।

१ समृद्धिक वा स्मीम के प्रशागन में जिसके प्रस्तर्गत लेखाश्रो वा राखा जाना विवरणियों का प्रस्तुत किया जाना, व म प्रस्तुत के सदय, लेखाश्रो का प्रस्तर्गण, निरधार प्रसारो का, सरद अदि भ हैं हीने अले रम्पे व्ययों का बहुत निर्णयिक द्वारा विक्षु आयेगा।

१ नियोन्जन केंद्रीय मन्त्रालय द्वारा यथा अनुभोवित सामहिक वंश में स्थापित है। इस पर्याय, आज तक ऐसे उत्तरोत्तर गणाणन तिथि जाए, तब उस पश्चोत्तरन के प्रति ताता पर्वत रिया के बृहत्तात्त्व की साथा में उसके मुख्य द्वाती का अनुवाद, स्थितन के ग्रन्थन् पृष्ठ पर प्रदर्शित करेंगे।

५ यदि दोईं भासा कर्मचर, जो कर्मचर भविष्य निधि का या उक्त प्रधिनियम के अधीन घट प्राप्त विवर स्पष्टन के भविष्य निधि का पहले ही सबस्य है, उत्तरके स्थापन में नियोजित तिगा आता है ता, नियोजक सभा-
निक द्वारा भासा कर्मचर के सबस्य दे रखे तुम्हें, न य तुरन्त व दर्ज करेगा और
उत्तरके धाराकर आवश्यक प्रमियम भारत प ज बन द्वारा नियम को संपर्क
करेगा।

६ यदि उक्त समीक्षा के अधीन अर्मचारी २१ को उपलब्ध फायदे बताए जाते हैं तो, तियोांक माध्यमिक वा भा र्व म के अधीन अर्मचारियों को उपलब्ध फायदों में सम्बन्धित रूप से बुढ़ि था जाने की ध्येयता करेगा। जिससे कि अर्मचारियों का नियम ग्रन्थित वा भा र्व म के प्रधान उपलब्ध फायदों में प्रधिक अनुकूल हो, जो उक्त रक्ष म के अधीन अप्रृष्ट हैं।

७ स मूर्खों के गा स्त्री मे दिसो बातें के हाते हुए थे मदि विस कर्म-
आर्य क मृत्युपर इस स्त्रीम के अधन न मरतेर रथम उस रथम से वस हैं
जो कर्मवारी पो उस रथम। मेरे देह हात / जब बढ़ उठत स्क म के अधन न लोला
दो, यिरोजक वर्षेचर के विक क व गिरान मनिर्दीशित का प्रतिकर के इष्ट
मेरोना रथमा ने अर और बाहर बढ़ गया थे, मधुआ परेगा।

५ म सूर्डिक व म स्क म के उपबंधो में छोड़ी थीं साथों न, प्राइवेट भवित्वमें
निधि श्रायुक्त महाराजा एवं पूर्वअनुमादन के बिना नहीं लिखा जायेगा और उहाँ
किसी लगातार से तर्मंच रखा हो तिह तर प्रतिकूल पत्रने का समावाहा हो बाका,
प्रावेशिक महिला निधि अ युक्त, उपरा प्राप्तुमादन देन से पूर्व कर्मचारीयों
परो आन दृष्टिकोण स्थाप नहो का याकूब्यत अवसर होगा।

१० यदि विस सर्वानुष्ठान, स्थापन के अन्तर्भूत, शारसी यज्ञों यन द्वारा लिखित की उत्तरांश, विकारीमा सर्व यज्ञों के, विस स्थापन पहले घटका चुका है अधीक्षण १०६८ ग्रन्थ ८ - ५

भस्ते रह जाते हैं, या इम स्ट्रीम के घट्टाघट्ट कमन्चारियों को प्राप्त होने वाले फ़्लाई फिसे रुकि से कम हो जाते हैं, तो यह छट्ट रुकी जा सकती है।

10 यदि किसी कारणदण्ड, नियोजक उस नियत तारंग के पर्यंत औ भारतीय जनन वा मा निगम नियत करें, प्रभियम का सवाय करने से इसका रहना है, मौर प.प.लिम की व्यपत्ति को जाने दिया जाता है तो लूट रहकी जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदाय में किए जा किसी व्यक्तिकरण की वृत्ति, भै उन मृत महस्यों के नामिनीरेखितियों या विधिक बांगों को जो यदि यह सूची न दा गई हाती तो उक्त स्क्रीम के अन्तर्गत होते, आमा कापद्यों के सदाय का उत्तरदायित्व नियोजक पर होगा।

१२ उक्त स्थापन के सम्बन्ध में नियाजक इस स्कूल के प्रधान न भाने था ले तिम भद्रस्य का मृत्यु होने पर उक्तके हुक्मदर नाम निर्देशितियों/ नियक वारिसों के बांगाकृत रकम का सक्षाय लत्परता से और प्रत्येक दशा में भारत य ज वन य या निराम से अंग माकृत रकम प्राप्त होने के सात दिन के भीतर मनियिचल करेगा ।

[म०एस-35014/218/82-प०एफ०-2]

S.O 3938.—Whereas Messrs E. Merck (India) Pvt. Limited, Shiv Sagar Estate, 'A' Dr A B Road, Worli, Bombay-400018 (MH/4843) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act),

And whereas, the Central Government is satisfied that the employees of the said establishment a/c. without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the Benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme),

Now, therefore, in exercise of the powers conferred by subsection (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1 The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2 The employer shall pay such inspection charges as the Central Government may from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, subscription of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4 The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5 Whereas the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him

as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(218)/82-PF.II]

का० आ० 3939—मैसर्स ट्रेडर्स बैंक लिमिटेड, एक्स-72, कनाट सरकार, नई विल्ली-110001 (वी एल/3806) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रीमियम उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की घारा 17 की उपघारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

श्री केशव सरकार का समावाह हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिकारी या प्रीमियम का संवाद किए जिता ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं श्रीर ऐसे कर्मचारियों के लिए ये कायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी नियोग सहबद बीमा स्कीम, 1978 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुग्रह हैं;

धरत, केशव सरकार, उक्त अधिनियम की घारा 17 की उपघारा (2क) घारा प्रदत्त शर्कियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनियिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन बर्ष की अधिक के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्राविधिक भविष्य निधि प्रायुक्त, विल्ली को ऐसी विवरणों द्वारा भी और ऐसे लेखा रखें तथा निरक्षण के लिए ऐसी दुष्क्रिय प्रवान करेगा जो केवल प्रायुक्त, सम्बन्ध समय पर नियिष्ट करे।

2. नियोजक, ऐसे निरक्षण प्रभारों का प्रत्येक भास की समाप्ति के 15 दिन के अंतर संवाद करेगा जो केवल सरकार, उक्त अधिनियम की घारा 17 की उपघारा (3क) के घण्ट (क) के प्रवीन समय-समय पर नियिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रभासन में, जिसके अन्तर्गत लेखामों का रखा जाना विवरणों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाद, लेखामों का अन्तर्गत, निरक्षण प्रभारों का संवाद आदि भी है, हुऐ बाले सभी घण्टों का उक्त नियोजन द्वारा किया जाएगा।

4. नियोजक, केवल सरकार द्वारा या प्रत्येक अनुसूचित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संबोधन किया जाए, तब उस संबोधन की प्रति तथा कर्मचारियों को बहुमंदा की भास में उक्ती मुद्रण बातों का अनुकूल, स्थापन के सूचना-पन्द्र पर प्रवर्तित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के प्रवीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाना है, तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम शुरूत दर्ज करेगा और उसके बाबत प्रावधारक प्रीमियम भारतीय बीमा निगम की संबल करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उत्तराध्य कायदे बढ़ाए जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उत्तराध्य कायदों में सुनिश्चित रूप से बढ़ा की जाते की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उत्तराध्य कायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुग्रह हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेश रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेश होता, तथा यह उक्त स्कीम के अधीन होता, तो नियोजक कर्मचारी के विविध वारित/नामनियिती को प्रतिकर के रूप में दोनों रकमों के बनार से वरावर रकम का संवाद करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई या संबोधन, प्राविधिक भविष्य निधि प्रायुक्त, विल्ली के पूर्व अनुमोदन के दिन नहीं किया जाएगा और जहां किसी संबोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्राविधिक भविष्य निधि प्रायुक्त अनुमोदन देने से पूर्व कर्मचारियों को अनन्त बृद्धिकाल स्पष्ट करने का युक्तिपूर्ण अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अनुमोदित करने देती है, प्रवीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों की प्राप्त होने वाले कायदे किसी रौद्रि से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भोतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करती

में प्रसकत रहता है, और पालिसों को व्यवस्था जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संबंध में किए गए किसी व्यक्ति-कम की वजा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न हो गई होती होते स्कीम के अन्तर्गत होते, वीमा फायदों के संबंध का उत्तरवाचिक नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की वीमाहृत रकम का संबंध तत्पत्रता से भारत प्रत्येक वजा में भारतीय जीवन बीमा नियम से वीमाहृत रकम प्राप्त होने के साथ विन के भाँतर सुनिश्चित करेगा।

[संख्या एस-35014/129/82-प्र० एफ०-2]

S.O. 3939.—Whereas Messrs The Traders Bank Ltd., H-72, Connaught Circus, New Delhi-110001 (DL/3806), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(219)/82-PF.II]

S.O. 3940.—चौपराम अरिटेल इस्ट, 30, गोपा कालीनी, इंडिया-452004 (म० प्र०/3006) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकार्ष उपबन्ध प्रधानियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है को, भारा 17 को उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और, केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् व्यवायाय या प्रीमियम का संबंध किए गिए हैं, भारतीय जीवन बीमा नियम की सामूहिक वीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए में फायदे उन फायदों से अधिक प्रतुकूल हैं, जो कर्मचारी नियम सहबद बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें प्रतुकूल हैं;

अतः, केंद्रीय सरकार, उक्त प्रधानियम की भारा 17 की उपधारा (2क) द्वारा प्रवर्त्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध प्रभुत्वों में विनिर्दिष्ट शर्तों के प्रध्येत रहते हैं, उक्त स्थापन को तीन वर्ष की अधिक के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देते हैं।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रावेशिक भविष्य निधि प्राप्ति, मह्य प्रदेश की ऐसी विवरणियों से जोगा और ऐसे लेजा रखना तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केंद्रीय सरकार, सभी-समय पर निर्विष्ट करें।

2. नियोजक, ऐसे नियोजन प्रभारों का प्रत्येक मात्र की समाप्ति के 18 विन के भीतर संबंध करेगा जो केंद्रीय सरकार, उक्त नियम

के द्वारा 17 की उपचाया (अ) के छप्प (क) के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके आन्तर्गत लेखाधीन का रद्द जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रोमिश का संवाद, लेखाधीन का अस्तरण, निर्देशन प्रमाणों का संवाद आदि भी हैं, होने वाले सभी अधियों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुबोधित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन को प्रति तथा कर्मचारियों को जहुमवाद की भावा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रशिक्षित करेंगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त भविष्यितम के अधीन क्षुद्र प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाना है, तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत भावशक प्रोमिशम भारतीय जीवन बीमा निगम को संबत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बड़ाए जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समृच्छित रूप से वृद्धि को जाने को अवश्य करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुकूल हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सरकार रकम उस रकम से कम है, जो कर्मचारी को उस दशा में सदैय होती, जब वह उक्त स्कीम के अधीन होता, तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बाबत रकम का संवाद करेगा।

8. सामूहिक बीमा स्कीम के उपकरणों में कोई भी संशोधन, प्रदेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ते हों संभवता हो, वहाँ प्रदेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृद्धिहोग साल्ट करने का वृक्षिकृत गवर्सर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना ले चुका है, अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी गति से कम हो जाते हैं, तो यह छूट रह कर जा सकती है।

10. यदि किसी कारणवश, नियोजक उक्त नियत तारीख के भोतर, भी भारतीय जीवन बीमा निगम नियत करे, प्रोमिशम का संवाद करने में असफल रहता है, और पालिसी को अपग्रेड हो जाने दिया जाता है, तो छूट रह कर जा सकती है।

11. नियोजक द्वारा प्रोमिशम के संवाद में किए गए किसी अविकल्प की दशा में उन मूल सवालों के नामनिर्देशियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती, तो उक्त स्कीम के अन्तर्गत होते, बीमा कायदों के संवाद का उत्तरदायित नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आते वाले किसी संदर्भ भी मृत्यु होने पर उसके हक्कावार नाम निर्देशितीयों/विधिक वारिसों की शोभाकृत रकम का संवाद तत्परता से और प्रतेक दशा

में भारतीय जीवन बीमा निगम से शोभाकृत रकम प्राप्त होने के सात दिन के भोतर सुनिश्चित करेगा।

[संख्या एस-ज 5014/221/82-प्र०५०-२]

S.O. 3940.—Whereas Messrs Choithram Charitable Trust 30, Godhal Colony, Indore-4 M.P. (M.P./3006), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already

adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(221)/82-PF.II]

कांगड़ा 3941.—मैसर्ट ई। सौभाग्यलाल फाउण्डेशन, गोदा कालोनी, इन्वीर-452004 (एम०पी०/2345) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) में कर्मचारी भविष्य निधि और प्रक्रीण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की आरा 17 की उपधारा 2क के अधीन छूट दिए जाने के लिए आवेदन किया गया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, जिनको पृथक् अधिकाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन कायदों से अधिक अनुकूल हैं जो कर्मचारी नियम सहबद बीमा स्कीम, 1975 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुरोध हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की आरा 17 की उपधारा (2क) द्वारा प्रदत्त अधिकायों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनियिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की प्रवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रकरण से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को गेसी विवरणियों द्वारा दिया जाना विरोधण के लिए गेसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर, नियिष्ट करे।

2. नियोजक, ऐसे विरोधण प्रभारों का प्रत्येक मास को समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की आरा 17 की उपधारा (2क) के अन्तर्गत समय-समय पर नियिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, विरोधण प्रभारों का संदाय आदि भी है, हाँ जैसे वास्ते सभी अधिकायों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की प्रक्रिया, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति सभा कर्मचारियों की बहुमतका भी आवाय में उसकी मुख्य बातों का प्रत्यावर्त, स्थापन के सूचना पद्धति पर प्रवर्शित करेगा।

5. परि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किया स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्वास्थ में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरत बदल करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को संदर्भ करेगा।

6. परि उक्त स्कीम के प्रधीन कर्मचारियों को उपलब्ध कायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में मनुषित रूप से वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक प्रानुकूल हों, जो उक्त स्कीम के अधीन अनुरोध हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के प्रधीन संदेश रूपमें उस रकम से कम है, जो कर्मचारी को उस दशा में संदेश होता, जब वह उक्त स्कीम के प्रधीन होता तो, नियोजक कर्मचारी के विधिक आरिस/न.समिक्षिणी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रावेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणबाट, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधिन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीति से कम ही जाते हैं, तो वह छूट रह की जा सकती है।

10. यदि किसी कारणबाट, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अपनी नहीं रहता है, और पालिसी को अप्पगत हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संबंध में किए गए, किसी अधिकाय की बात में उन मूल सदस्यों के नामिनीविधियों या विधिक वारिसों को जो यदि यह, छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा कायदों के संदाय का उत्तरवायित नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कार नाम नियोजितप्राप्ति/विधिक वारिसों की बीमाकृत रकम का संदाय नेतृत्वरता से भी और प्रत्येक बात में भारतीय जीवन बीमा नियम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/222/82-पी०एफ०-2]

S.O. 3941.—Whereas Messrs T. Choithram Foundation, Godha Colony, Indore-4 (M.P. 2345) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits

admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within

7 days of the receipt of the sum assured from the Life Insurance Corporation of India

[No. S-35014(222)/82-PF.JJ]

का० अ० ३९४२--येरसं कर्नाटक डेवो डेवलपमेंट कारपोरेशन लिमिटेड २२, प्रतिमा बिल्डिंग्स जे०सी० रोड, १ कास अंगलीर-५६००२७ (के० एन० ४१५५) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) मे० कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, १९५२ (१९५२ का १९) जिसे इसके पश्चात् उक्त अधिनियम कहा गया है की धारा १७ की उपधारा (२क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

धीर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिवाय या प्रीमियम का संदाय किए जिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन बीमा बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेप सहबद्ध बीमा स्कीम, १९७६ (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें प्रदूषित हैं;

प्रति, केन्द्रीय सरकार, उक्त अधिनियम की धारा १७ की उपधारा (२क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायद अनुकूली में निर्विष्ट गती के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के उक्त स्कीम के सभी उपबन्धों के प्रबंधन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रावेशिक भविष्य निधि प्राप्त कर्नाटक को ऐसी विवरणों द्वारा भी और ऐसे लेखे रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्विष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के १५ दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा १७ की उपधारा (२क) के छंद (क) के अधीन समय-समय पर निर्विष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके प्रत्यक्षत लेखाकारों का रखा जाना विवरणों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाकारों का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होमे घासे सभी व्ययों का बहु नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा प्रदूषित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति स्थान कर्मचारियों की अहस्त्या की भाषा भी उसकी मुख्य धाराओं का प्रनुषाद, स्थापन के मूल्यां पट्ठ पर प्रवर्णित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम दर्शन दायर करेगा और उसकी बाबत धावशक प्रीमियम भारतीय जीवन बीमा नियम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बढ़ाए जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में सम्बन्धित रूप से वृद्धि की जाने की अवधिया करेगा जिससे कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन प्रदूषित हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन सम्वेद रकम उस रकम से कम है जो कर्मचारी को उस बात में संदेश होती, जब उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के बीचर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धियों में कोई भी संबोधन प्रावेशिक भविष्य निधि आयुक्त कानूनिक के पूर्व अनुमोदन के बिना नहीं किया जायेगा और अहाँ किसी संबोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पहुँच की संभावना हो वहाँ प्रावेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणबश स्थापन के कर्मचारी भारतीय जीवन बीमा नियम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले काफ़ी दिनों से कम हो जाते हैं तो यह छूट रही की जा सकती है।

10. यदि किसी कारणबश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा नियम नियत करें प्रोमियम का संदाय करने में असफल रहता है और पालिसी को अपगत हो जाने दिया जाता है तो छूट रही की जा सकती है।

11. नियोजक द्वारा प्रोमियम के संदाय में किए गए किसी व्यक्ति कम की बात में उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा काफ़ीयों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कदार नाम निर्देशितियों/विधिक वारिसों की बीमाहृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से बीमाहृत रकम प्राप्त होने के साथ किसे भीतर मुनिशित करेगा।

[संख्या एस-35014/224/82-पोएफ2]

S.O. 3942.—Whereas M/s. Karnataka Dairy Development Corporation Ltd., 22, Poornima Buildings, J. C. Road, 1 Cross, Banaglore-560027 (KN-4155) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme or the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(224)/82-PF.II]

S.O. 3943.—मैसेस ग्राजकोट इस्टिंशुट गोपालक-को-प्रापरेटिव मिल्क प्रोड्यूसर्स प्रूनियम लिमिटेड, ग्राजकोट-360003 (जीजे/3551) जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकारी उपबन्ध भविष्यियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त भविष्यियम कहा गया है) की भाग 17 की उपबन्ध (2क) के अधीन छूट दिया के लिए आवेदन दिया है;

और केन्द्रीय सरकार का सम्मान ही गया है कि उक्त स्थापन के कर्मचारी, किसी पूर्वक अधिकाय पा प्रीमियम का संदर्भ किए बिना ही, भारतीय जीवन बीमा निगम की नामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अनुकूल हैं जो कर्मचारी प्रीमियम सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अन्त मनुज्ञय हैं।

प्रत., केन्द्रीय सरकार, उक्त अधिनियम की घारा 17 की उपचारा (३क) द्वारा प्रवत्त विवरणों का प्रयोग करते हुए और इसके उपचार अनुसूची में विविष्ट बातों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपकरणों के प्रवर्तन से छूट दी गई है।

मानसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक व्रावेशिक अधिकाय निधि आयुक्त अहमदाबाद की ऐसी विवरणियों देखा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सूचियाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसी विवरण प्रभारों का प्रयोग मास की मापदिन के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की घारा 17 की उपचारा (३क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्राप्तान में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संबाद, लेखाओं का अस्तरण निरीक्षण प्रभारों का संदाय अदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जायेगा।

4. नियोजक केन्द्रीय सरकार द्वारा तथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक परि और जब कभी उभयं संबोधन किया जाए तब उस संबोधन की प्रति तथा कर्मचारियों की बहुतंडा की भावा में उमकी मृष्य बातों का मनुवत स्थापन के मूल्य-पट्ठ पर प्रवर्णित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी अविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की अविष्य निधि का पहले ही सवस्य है उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सवस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निधि को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बढ़ाए जाने हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों से समुक्ति रूप से बढ़ा की जाने की अवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन मनुज्ञय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृष्य पट्ठ इस स्कीम के अधीन सम्बोधन रूपमें उस रकम से कम है जो कर्मचारी को उस दशा में सदैय होती जब वह उक्त स्कीम के अधीन होता हो तो नियोजक कर्मचारी के विविध वारिस/नामनिर्देशियों को प्रतिकर के हप में वोनों रकमों के अन्तर के बावर रकम का धंयान करेगा।

8. सामूहिक बीमा स्कीम के उपकरणों में कोई भी संशोधन प्रवेशिक अविष्य निधि आयुक्त अहमदाबाद के पूर्ण अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन में कर्मचारियों के लिए पर अतिकूल प्रभाव पहने की संभावना हो वहां प्रावेशिक अविष्य निधि आयुक्त अपना मनुज्ञय देने से पूर्व कर्मचारियों को अपना वृक्षकोण संबंध करने का वृक्षिकूल अवसर देगा।

9. यदि किसी का जबले स्थापन के कर्मचारे भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना बुला है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीति से कर हो जाते हैं, तो वह छूट रह जी जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत कर, प्रीमियम का संदाय करने में असफल रहता है, और पानिसों को अपापात हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी अविनक्षण की वाला में उन मूल सदस्यों के नामनिर्देशियों या विविध वारिसों को जो यदि यह, छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा कायदों के संदाय का उत्तरविल नियोजक पर होग।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सवस्य की मृष्य, होने पर उसके एक्सार्ट नाम नियोजितियों/विविध वारिसों की बीमाकूल रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकूल रकम प्राप्त होने के साथ दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/225/82-रोप०-२]

S.O. 3943.—Whereas Measrs Rakjot District Gopalak Co-operative Milk Producers Union Ltd., Rajkot-3, (GJ/3551) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Ahmedabad, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as amended, alongwith a translation of the salient features thereof in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(225)/82-PF.II]

का०आ० 3944.—मैमर्स छोषराम हास्टिंग्स मिर्स सेटर, मानिक बाग रोड, इनौ०-452001 (म०प्र०/3332) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कमचारी भविष्य निधि और प्रकीर्ण उपबंध प्रधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त प्रधिनियम कहा गया है) की धारा 17 की उपधारा (26) के प्रधीन छूट दिए जाने के लिए आनेदेन किया है;

और केन्द्रीय मरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी प्रथक् अधिकार या प्रोमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के प्रधीन संबंध बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों में प्रोत्त प्रकृति हैं जो पश्चात् निझेरा गएवड बीमा स्कीम, 1976 (जिसे इसे इसके पश्चात् उक्त स्कीम कहा गया है) के प्रधीन उन्हें अनुमेय हैं,

अत निम्नों गान्धी तक प्रोत्ति की धारा 17 की उपधारा (26) का रहा गान्धी वा इसी द्वारा द्वारा और इसमें उपावत अनुप्रवृत्ति में विनिर्दिश शर्तों के राह पर्याप्त उक्त स्थापन को तीन वर्षों की प्रतिष्ठि के लिए उक्त स्कीम के नभी उपराखों के प्रशंसन से छूट देती है।

अनुमूल्य

1. उक्त स्थापन के गवर्नर में नियोजन प्रादेशिक भविष्य निधि आयुक्त मरकार को ऐसी विवरणिया देजेगा और ऐसे

लेखा देंगे तथा नियोजन के लिए उक्त स्थापन द्वारा जो केंद्रीय सरकार समय-समय पर निर्विष्ट करें।

2. नियोजन, ऐसे नियोजन प्रभारी के प्रत्येक भाग का समाप्ति के 15 दिन के भावतर संदाय करेगा जो केंद्रीय सरकार, उक्त प्रधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अवोन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके प्रधीन लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं द्वारा प्रत्येक निर्विष्ट प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजन द्वारा किया जावेगा।

4. नियोजन, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कोई उनमें संबंधित किया जाता है तो, उस मंजोधन की प्रति यथा कर्मचारियों की बद्दलक्ष्य, की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचनापृष्ठ पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त प्रधिनियम के प्रधीन छूट प्रदाता किसी स्थापन की भविष्य निधि का पहले ही संवत्सर है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के संवत्सर के रूप में उसका माम तुरक्ष दर्ज करेगा और उसको बाबत भावशक प्रीमियम भारतीय जीवन बीमा निगम को संवत्सर करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कराये जाएँ तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समुचित रूप से वृद्धि के जाने की व्यवस्था करेगा जिससे कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कराये जाने के रूप में दोनों रकमों के अन्तर के बाबत रकम का संदाय उपलब्ध है।

7. सामूहिक बीमा स्कीम में किसी भाव के होते हाएँ भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के प्रधीन संदाय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संवेद्य होती, जब वह उक्त स्कीम के प्रधीन होता तो, नियोजक कर्मचारी के विविध वारिस/नामनिर्देशियों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बाबत रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संभोगन, प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्ण अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संभोगन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, स्थापना अनुमोदन देने से पूर्ण कर्मचारियों को अपना वृद्धिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उम सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है प्रधीन नहीं रह जाते हैं, या इस स्कीम के प्रधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीत से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियन सारीब के भीतर, जो भारतीय जीवन बीमा निगम द्वारा करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्युपगत हो जाने विधि जाता है तो, यह छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकूम की दशा में उन मूल सदस्यों के नामनिर्देशियों या विविध वारिसों को जो यदि यह, छूट न हो गई होती हो उक्त स्कीम के अन्तर्गत होते, बीमा कायदों के संदाय के उस व्यापित्व नियोजक पर होते।

12. उक्त स्थापन के मतभूत भूमि रहोग के प्रधान गाने वाले किसी संस्था की मृत्यु होने पर उक्त उक्त वक्षार नाम परिवर्तियों/विधिक वारियों की बीमाहुत रकम का सदाय तत्त्वाना से और प्रत्येक वक्षा में भारतीय जीवन बीमा निधि से बीमाहुत रकम प्राप्त होने के साथ विन के भीतर सूनिधित्व करेगा।

[संख्या एग-35014/226/82 पी० एफ०-2]

S.O. 3944.—Whereas Messrs Choithram Hospital and Research Centre, Manik Bagh Road, Indore-452001. (M.I.-3332) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premiums, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior notice of 1 of the Regional Provident Fund Commissioner, M.P. Who shall on 1 where any amendment is likely to affect adversely the interest

of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(226)/82 PF II]

S.O. 3945.—मू० पी० एस० पञ्चाशमै विल्ट्र॒ अप्ट॒ लिमिटेड, ५-प्र॒ आर॒ रोड, पी० बास्ट न० ०००१५, नई दिल्ली-११०००२ (कॉड न० ३२१११०६१) (जिसे इसमें उक्त का स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकारी उपचार अधिनियम, 1952 (1952 का १९) (जिसे इसमें उक्त का प्रकार उक्त अधिनियम कहा गया है) की धारा १७ की अधारा (२५) के प्रधान छृट दिए जाने के लिए घोषित किया है।

प्रीर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के मुद्दों, किसी पृथक भवित्वात् या प्रीमियम का सदाय किये जाना ही, भारतीय जीवन बीमा निधि की सामूहिक बीमा स्कीम के प्रधान जीवन बीमा के स्कीम में काफ़ा रहे हैं और ऐसे कर्मचारीयों के लिये ये काफ़ा रहे उन काफ़रों से अधिक अनुकूल हैं जो कर्मचारी निश्चेप सक्षम बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के प्रधान रूपे अनुसूची हैं।

अतः, केन्द्रीय सरकार उक्त अधिनियम की धारा १७ की उपधारा (२५) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए प्रीर इससे उपचार अनुसूची में विनियोजित शर्तों के प्रधान रहते हुए, उक्त स्थापन की सीधे वर्त्त की घविति के लिए उक्त स्कीम के सभी उपचारों के प्रबंधन से छृट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में विनियोजित प्रदेशिक भविष्य निधि प्राप्तकर्ता विल्ट्र॒ की ऐसे नियरणिया भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसे गुरुवारां प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर विभिन्न करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मान की गणनित के 15 दिन के भीतर गदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा १७ की उपधारा (३५) के अंडे (क) के प्रधान समय-समय पर विभिन्न करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत शेखावों का रखा जाना विवरणियों का प्रमुख किया जाता, बीमा प्रीमियम का नियम, नियंत्रण प्रकारों का नियम आदि भी है, होते जाने गमी रहों वा वहां विनियोजित ढारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक वै मा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों का बहुसंख्या हो भावा में उन मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी विविध निधि का यथा उस अधिनियम के अधीन छूट प्राप्त किसी स्थापन के विविध निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक वै मा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन वै मा नियम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बढ़ाए जाने हैं तो, नियोजक सामूहिक वै मा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में सम्बन्धित रूप से तुद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक वै मा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त रूपीम के अधीन अनुब्रय हैं।

7. सामूहिक वै मा स्कीम में किसी जात के होते हुए भी, यदि किनी कर्मचारी को मृत्यु पर इस स्कीम के अधीन संदेश रहने तक रद्द से बच है, जो कर्मचारी को उस दशा में संदेश होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विविध वारिस/प्राप्तनिवैधित जो प्रतिकार के रूप में दोनों रकमों के अन्तर के बगबर रकम का संदेश करेगा।

8. सामूहिक वै मा स्कीम के उपवर्च्यों में दोहरी भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त दिल्ली के पूर्व अनुप्रोदेश के विरा नहीं दिया जायेगा और जहाँ जिस संशोधन से कर्मचारियों के हिन पर प्रतिकूल प्रभाव पड़ने की संशोधन को बहाँ, प्रादेशिक भविष्य निधि आयुक्त अपना अनुप्रोदेश देने से पूर्व कर्मचारियों को अपना दृष्टिरेण साष्ट करने का युक्तियुक्त अधिकार देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन वै मा नियम की उस सामूहिक वै मा स्कीम के, जिसे स्थापन पहले अपना चुका है अर्थात् नहीं रह जाने हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे जिन नीति में कह हों जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि कि कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन वै मा नियम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिनी की व्यवस्था हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदार में किए गए किसी व्यवितरण की दशा में उन मृत सदस्यों के नमनिवैधिकों जो विविध वारिसों की जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, वै मा कायदों के संदाय का उन्नरदायित्व नियोजक पर होता।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आंदोलन किसी सदस्य के मृत्यु होने पर उसके हकदार नाम निवैधितरी/विवेत वारिसों की वीमाकृत रकम का संदाय तासरता से और प्रत्येक दशा में भारतीय जीवन वै मा नियम से वीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/231/82-प० एफ-2]

SO. 3945.—Whereas Messrs UBS Publishers Distributors Limited, 5, Ansari Road, Post Box No. 7015, New Delhi-110002, (DL-1061) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(231)/82-PF. II]

का० ३९४६।—मैसर्स भारत प्रत्यूमिनियम कम्पनी लिमिटेड, पंजाब हाउस, 18-नेहरु प्लेस, नई दिल्ली-110019 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा जाता है) ने कर्मचारी विधि और प्रक्रिया उपलब्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा जाता है) के धारा 17 के उपचारा (2क) के अधीन छठ विधि जाने के लिए आवेदन किया है;

ग्रोर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रोमियम का संवाद किए बिना ही भारतीय जनजन वैभागिक सिगर की स मूहिक बीमा स्कीम के, अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं जो कर्मचारी निशेष सहबद बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें प्रत्युत्तय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपचारा (2क) द्वारा, प्रदत्त गतिविधियों के प्रयोग करने हुए, और इसों उपचारा अनुसूची में विविध शर्तों के अधीन रहते हुए उक्त स्थापन की तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबोधों के प्रवर्तन से छूट देनी है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रबोधिक अधिविष्य निधि आयुक्त विली को ऐसों विवरणों में जो और ऐसे लिखा रखेगा। तथा नियोजक के लिए ऐसे कुवियां, प्रश्न करेगा जो केन्द्रीय सरकार, समर्पणय पर विदित करेगे।

2. नियोजक, ऐसे नियोजन प्रभारों का प्रबोध माम का समाप्ति के 15 दिन के भारत सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 का उपचारा (3क) के खण्ड (क) के अधीन सनय समय पर निर्दिष्ट करे।

3. मामूलिक बीमा स्कीम के प्रवर्तन में, जिसके मन्त्रालय लेखाधीय का रखा जाता, विवरणों ने प्रत्येक माम का समाप्ति का संवाद, लेखाधीय का अस्तरण, नियोजक प्रभारों का संवाद आदि भी है। होने वाले सर्व घट्यों का बहाव नियोजक द्वारा हिस्त जारीगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा मनुमोरित मामूलिक बीमा स्कीम के नियमों का एह प्रति और जब नहीं उनमें संवीकार किया जाए, अब उक्त संवीकार को प्रति उक्त नवंव विवरों को बहुनिया का भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के मूलता पद्धति पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी विधि का या उक्त अधिनियम के अधीन छूट प्राप्त हिस्त स्थापन को भविष्य निधि का पहले ही मदत्य है, उक्त स्थापन में विवरों हिस्त जाता है तो, नियोजक समूहिक बीमा स्कीम के वदत्य के लिए उक्त नवं तुरन्त वर्ज करेगा और उसकी वास्तव आवश्यक प्रोप्रेजन भारत व जीवा बीमा नियम को संवर्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे उक्त विवरणों में नियोजक समूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समुक्ति रूप से वृद्धि कराने को अवस्था करेगा, जिससे कि कर्मचारियों के नियोजक समूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से प्रतिक्रिया प्रत्युत्तय हैं, जो उक्त स्कीम के प्रधीन प्रत्युत्तय हैं।

7. समूहिक बीमा स्कीम में किसी बात के हो या नहीं हो, ऐसे नियोजक कर्मचारी का मृत्यु पर इस स्कीम के अधीन सन्देश राजम उक्त रकम से कम है जो कर्मचारी को उस बात में संदेश होती जब वह उक्त स्कीम के अधीन होता तो तांत्रिक तंत्रजारा के नियन्त्रण वाला / नियोजक विवरणों को प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बाबत रकम का संदाय करेगा।

8. समूहिक बीमा स्कीम के उपबोधों में कार्ड भी संशोधन, प्रदेशिक भविष्य निधि प्राप्ति विवरणों के पूर्ण प्राप्ति विवरणों के बिना नहीं किया जायगा और जहाँ किस साथान से कर्मचारियों के द्वितीय पर प्रतिकूल प्रभाव पड़ने का संभावना हो वहाँ, प्रदेशिक भविष्य निधि प्राप्ति विवरणों को प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बाबत रकम का संदाय करेगा।

9. यदि नियोजक कारणवाग, स्थापन के कर्तव्यार्थ, भारतीय जनजन वैभागिक विवरण के पूर्ण प्राप्ति विवरणों के बिना नहीं किया जायगा और जहाँ किस साथान से कर्मचारियों के द्वितीय पर प्रतिकूल प्रभाव पड़ने का संभावना हो वहाँ, प्रदेशिक भविष्य निधि प्राप्ति विवरणों के प्रतिक्रिया के रूप में दोनों रकमों का संदाय करेगा।

10. यदि किसी कारणवाग, स्थापन के कर्तव्यार्थ, भारतीय जनजन वैभागिक विवरण नहीं रह जाते हैं, यद्या इस स्कीम के अवधान कर्मचारियों का प्राप्ति विवरण देने से पूर्ण कर्मचारियों को प्रतिक्रिया के रूप में दोनों रकमों की जा सकती है।

11. नियोजक द्वारा प्रोमियम के संदाय में किए गए किसी व्यक्तिका को दशा में उन मूल मदस्यों के नियोजित विवरणों या विविध वारिसी को जो यदि यह छूट द्वारा न दा गई होता, तो उक्त रकम के अवधान दूने, वामा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी साथान के मृत्यु द्वारा पर उसके हक्कदार नामिनेशियां/विविध वारिसी का व मृत्यु रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जनजन वैभागिक विवरण से वा.माकृत रकम प्राप्त होने के मात्र विवरण के भारत सुनिश्चित करेगा।

[संख्या: एस-35014/232/8-पर्य.० अफ०-२]

S.O. 3946.—Whereas Messrs Bharat Aluminium Company Ltd, Puri House, New Delhi-110019 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establish-

ment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium etc, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(232)/82-PP. II]

का० आ० ३९४७.—मैसर्स हिन्दुस्तान फटिलाइजर्स कारपोरेशन लिमिटेड, रजि० आफिस मद्दतन, ६५ नेहरू प्लैस, नई घट्टली-११००१९ कोड-बी० एस/४८६७ (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी अधिकारी निविष्ट निविष्ट और प्रकारी उपचार अधिनियम, १९५२ (१९५२ का १९) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की घारा १७ की उपधारा (२क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

झौर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिनियम या श्रीमित्रम का संवाद किये बिना ही, भारताय जीवन बीम, निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए मे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेप सहचर बीमा स्कीम, १९७६ (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उक्त अनुज्ञे हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की घारा १७ की उपधारा (२क) घारा प्रदत्त अधिकारीयों का प्रयोग करते हुए और इससे उपचार अनुकूलों में विनिविष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन बर्ष की अवधि के लिए उक्त स्कीम के सभी उपचारों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक अधिकारी निविष्ट आयुक्त गिल्ली को ऐसी विवरणियों भेजेगा और ऐसे लेखा रखेगा तथा निरोक्षण के लिए ऐसा सुनिधारे प्रदत्त करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करे।

2. नियोजक, ऐसे निरोक्षण प्रभारी का प्रत्येक भास की समाप्ति के १५ दिन के भारत संदर्भ करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की घारा १७ की उपधारा (३क) के अधिक (क) के अधीन समय-समय पर निविष्ट करे।

3. सामूहिक बीमा स्कीम के प्रत्यामा में, किन्हें अनुर्ध्वत लेखाओं का रखा जा० नि० विवरणियों का प्रस्तुत किया जा० वा० प्रा० मि० यम का संदर्भ लेखाओं का अन्तर्गत निरोक्षण प्रभारा का संदर्भ आदि भा० है, होने वाले सभी अधिकों का बहुत नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उम संशोधन का प्रति तथा कर्मचारियों का बहुसंख्या का भाष्य में उसके मुख्य बारों का अनुदाद, स्थापन के भूक्तना-प्रृष्ठ पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी अधिकारी निविष्ट का या उक्त अधिनियम के अधीन छूट प्राप्त किया स्थापन के अधिकारी निविष्ट के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञे हैं।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे वाले जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में मूल्यित रूप से वृद्धि को जाने का अवसरा करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञे हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदर्भ रूपमें उम एकम से कम है, जो कर्मचारी को उम द्वारा में प्रदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विविध वार्षिक/मासिक निविष्टियों को प्रसिद्ध करे।

8. सामूहिक बीमा स्कीम के उपचारी में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुर्वेदिक दिल्ला के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रावेशिक भविष्य निधि अवृक्ष, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्थग्न करने का मुक्तियुक्त अवसर देगा।

9. यदि किसी कारणबाट, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन महीने रुख जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी नीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणबाट, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा नियम नियत करें, प्रोमिश्यम का संदाय करने में असफल रहता है, और पलिसी को अपाप्त हो जाने दिया जाता है तो यह छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी अतिक्रम की दशा में उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती ही उक्त स्कीम के प्रनत्यंत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होता।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के प्रधीन द्वारा किसी सदस्य की मृत्यु होने पर उसके हक्कावार नाम निर्दिष्टियों/विधिक वारिसों की भीमाकृत रकम का संदाय तथारता से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से भीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014 / 233 / 82-पी० एफ०-II]

S.O. 3947.—Whereas Messrs Hindustan Fertilizer Corporation Ltd., Regd. Office Madhuban, 55, Nehru Place, New Delhi-110019, (DL/4869) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees, than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the sum etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominees/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(233)/82-PF. II]

S.O. 3948.—मंसरू एम० पी० प्रायोस्टोर्स सीमेण्ट पाईन कम्पनी, 30, गोया कालोनी, इलौर 452004 (मृ. टी / 2344) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रवीण उत्तरदाय अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है (अधीन धारा 17 की उपधारा (2क) के अधीन इट जाने के लिए शावेंत्र दिवा है;

और केंद्रीय मरकार का समाधान हो गया है कि उत्तर स्थापने से कर्मचारी, किसी पृथक अधिकारी या प्रीमियम का संदाय किए जिन्होंने, भारतीय जीवन वीमा निगम की मामूलिक वीमा स्कीम के अधीन जीवन वीमा के अप में कायदे द्वारा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों गे अधिक अनुकूल हैं जो कर्मचारी निश्चेष सहबद वीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उत्तर स्कीम कहा गया है) के अधीन उन्हें अनुयोग हैं।

अतः केंद्रीय मरकार, उत्तर अधिकारी को घारा 17 की उपधारा (26) द्वारा प्रदत्त नियमियों का पारोग करते हुए और इसे उपायक अनुमति में विनियोजित गर्ते के अधीन रहते हुए, उत्तर स्थापने को तेज वर्ष की अवधि के लिए उत्तर के सभी उपर्याह के प्रवर्तन से छूट देने हैं।

अनुपूर्वी

1. उत्तर स्थापन के सम्बन्ध में नियोजक प्रावेशिक भविष्य नियम अनुमति, मध्य प्रदेश को ऐसी विवरणियों भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी नूडिंग्स प्रदान करेगा जो केंद्रीय नरायार, ममत-ममय पर नियिट करे।

2. नियोजक, ऐसे नियोजन प्रमाणों का प्रत्येक मास की सपाईन के 15 दिन के भीतर संचाप करेगा जो केंद्रीय सरकार, उत्तर अधिकारी को घारा 17 की उपधारा (26) के बाबत (म) के अंतर्गत समय-समय पर नियिट करे।

3. मामूलिक वीमा स्कीम के प्रशासन में, जिनके अन्वांत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, वीमा पंचियम का संदाय, लेखाओं का अन्वारण, नियोजन प्रमाणों का संचाय आदि भी है, होने वाले सभी अवयों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केंद्रीय मरकार द्वारा यथा अनुमति दी गई स्कीम के नियमों की एक प्रति, और जब कभी उनमें संगोष्ठी हित जाए, तब उस संगोष्ठी वी प्रति तथा कर्मचारियों को बहुसंघात की भाग में उसकी मुद्रा बांदों का अनुवाद, स्थापन के सूचना पढ़ पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी सविष्य विधि का या उत्तर अधिकारी के अंतर्गत छूट प्राप्त कियी स्थापन की भविष्य विधि का पहले ही सवस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक मामूलिक वीमा स्कीम के मदल्य के रूप में उत्तर नाम सुनावा दर्शाएगा और उपर्याह कावत आवश्यक प्रोमिश भारतीय जीवन वीमा निगम की मंदिर करेगा।

6. यदि उत्तर स्कीम के अधीन कर्मचारियों को उत्तर कायदे बाजार जाते हैं तो, नियोजक मामूलिक वीमा स्कीम के अंतर्गत कर्मचारियों की उपर्याह कायदों में सम्बन्ध रूप से वृद्धि की जाते हो अपश्या करेगा जिसमें कि कर्मचारियों के लिए मामूलिक वीमा स्कीम के अंतर्गत उपर्याह कायदे उन कायदों के प्रधिक अनुकूल हों, जो उत्तर स्कीम के अंतर्गत अनुयोग हैं।

7. मामूलिक वीमा स्कीम में किसी बार के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अंतर्गत सदैर राम उम रकम से कम है, जो कर्मचारी को उत्तर दशा में संचय होती, जब वह उत्तर स्कीम के अधीन होता होता तो, नियोजक कर्मचारी के विविध वारियों/नामिन्दियों को प्रतिक्रिय के रूप में शोर्ने रकमों के प्रत्यन्तर के बावजूद रकम का संदार्श करेगा।

8. मामूलिक वीमा स्कीम के उपर्याहों में कोई भी संशोधन, प्रावेशिक भविष्य विधि आयुक्त, मठ प्रदेश के दूरी अनुमान के लिए जायेगा और जहाँ किसी संशोधन से कर्मचारियों के लिए पर प्रतिकूल प्रभाव पहले ही संभावना हो वहाँ, प्रावेशिक भविष्य विधि आयुक्त, ग्रामना अनुमोदन देने से पूर्व कर्मचारियों ने अपना वृजिकोग स्वाक्षर करने का पृक्षिप्त अधिकार देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन वीमा नियम की उत्तर स्कीम के, जिसे स्थापन पहले प्रभाना आता है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे जिसी गैरि से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन वीमा नियम की उत्तर स्कीम के, जिसे स्थापन पहले प्रभाना आता है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे जिसी गैरि से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वजा में उत्तर स्वरूपों के नामनिर्देशियों या विधिक वारियों को जो यदि यह छूट न ही गई होती/तो उत्तर स्कीम के मन्त्रांत होते, वीमा कायदों के संदाय का उत्तरवायिक नियोजक पर होगा।

12. उत्तर स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी स्वरूप की भूम्य पर उसके हक्कदार नाम निर्देशियों/विधिक वारियों को वीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन वीमा नियम से वीमाकृत रकम प्राप्त होने के सात दिन के मीलर सुनिश्चित करेगा।

[संक्षा एस-35014/223/82/पी०१फ-2]

S.O. 3948.—Whereas Messrs M. P. Asbestos Cement Pipe Co., 30, Godha Colony, Indore-452004 (M.P.) (MP/2344) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in

his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014/233/82-PF. II]

का०आ० 3949.—मैंसे नई दुनिया प्रिष्टरी, 60/1, बाबू नालचन्द छजलानी मार्ग, इथोर 452003 मध्य प्रदेश (ग्रा०पी/3635) (जिसे इसमें इसके पश्चात् उक्त स्थापत कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध प्रधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त प्रधिनियम कहा गया है) की घारा 17 की उपधारा (2क) के अधीन छूट लिए जाने के लिए आवेदन किया है;

ओर केन्द्रीय सरकार का सम्मान हो गया है कि उक्त स्थापत के कर्मचारी, किमी पृथक् भविष्य या प्रीमियम का संदाय कि विना ही, भारतीय जीवन बीमा निगम की भासूहिक बीमा स्कीम के अधीन जीवन बीमा के स्पष्ट में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं जो कर्मचारी निषेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञय हैं;

अतः, केन्द्रीय सरकार, उक्त प्रधिनियम की घारा 17 की उपधारा (2क) द्वारा प्रदत् शक्तियों का प्रयोग करते हुए और इससे उपाध्य अनुगूणी में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापत को तीन बर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

जनरुचि

1. उक्त स्थापत के संबंध में नियोजक प्रावेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसे विवरणों भेजेगा और ऐसे लेख रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समर समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभरों वा प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त प्रधिनियम को घरा 17 की उपधारा (3क) के अधीन समय रामय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, नियोजक प्रनाली ने इन्हों को रखा जाता, विवरणियों का प्रस्तुत किया जाता, वीमा प्रीमियम का संदाय, लेखाधीशों का अन्तरण, निरीक्षण प्रभरों वा संदाय आदि मां है, होने वाले सभी घटयों का अद्वा नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित भासूहिक बीमा स्कीम के नियमोंके एक प्रति, और जब नाम उनमें संशोधन किया जाए, तब उम संशोधन के प्रति तथा कर्मचारियों का वहुमतवाद का भाषा में उसकी भुल बातों का अनुदाव, स्थापन के मूलता पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो अवैध भविष्य निधि का या उक्त प्रधिनियम के प्रश्न छूट पर किया स्थ पन का भविष्य निधि का पहले ही सदस्य है, उनके स्थ पन में निर्धारित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भरतीय दोनों निगम को संक्षेप करेगा।

6. यदि उक्त स्कीम के अवैध कर्मचारियों को उपलब्ध कायद बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधिन कर्मचारियों को उपलब्ध कर्मदों में सम्मिलित रूप से दृढ़ि का जाने का वास्तव करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के प्रश्न उत्तर फैले उन कर्मदों से अप्रिक अनुदूत हों, जो उक्त स्कीम के अधीन अनुसूचित हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी को मूल्य पर उम स्कीम के अधीन सन्देश रकम उम २५म से कम है, जो कर्मचारी को उस बाता में मात्र होता, जब वह उक्त स्कीम के अधीन होता हो, नियोजक कर्मचारी के विधिक वारिस/नामांतरितियों को प्रतिकर के रूप में दोनों रकमों के अन्वर के बाबत रकम का संशय करेगा।

8. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदित के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ते की समावता हो, वहा प्रावेशिक भविष्य निधि आयुक्त, प्रमाण अनुमोदित देने से पूर्व कर्मचारियों का अपना दृष्टिकोण स्थापित करने का युक्तिपूर्ण अवसर देगा।

9. यदि किसी कारणवश, स्थापना के कर्मचारी, भारतीय जीवन बीमा निगम की उम सामूहिक बीमा स्कीम के, जिसे स्थ पन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्रत्येक होने वाले फैदे किसी रूप से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत नारोंब के भीतर और भारतीय जीवन बीमा नियत करे, प्रीमियम का संभाग करने में असफल रहता है, और पालिसी को व्यपात हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिमति की दशा में उन मूल सबस्प्रों के नाम निर्देशितियों वा विधिक वारिसों को जो यदि यह छूट न दी गई होता हो, तो उक्त स्कीम के अनुरूप होते होते, बीमा कायदों के संदाय का उत्तराधित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन प्राप्ति वाले किसी सदस्य की मृत्यु होने पर उसके लक्ष्यार्थ नाम निर्दिष्टियों/विधिक वारिसों की ओराकून रकम का सवायत तपारता से और प्रत्येक वजा में भारतीय जीवन बीमा निगम से ओराकून रकम प्राप्त होने के साथ विन के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/240/82-पी.एफ.-II]

S.O. 3949.—Whereas Messrs Naiduni Printery, 60/1, Babu Labhobhand, Chhajlani Marg, Indore-452003 Madhya Pradesh (MP/3635) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee if the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(240)/82-PF. III]

S.O. 3950.—मैतर्स डिस्ट्रिक्ट को प्राप्तरेटिव सेक्युल बीम सिमिटेक, हैड प्राइस भोरेना (म० प्र०/1091) (जिसे इसमें इसके पश्चात् उक्त स्थापना कहा गया है) से कर्मचारी भविष्य निधि और प्रतीर्ण उपचार अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की घारा 17 की उपचारा (2क) के अधीन छूट दिए जाने के लिए प्रावेदन किया है;

झीर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृष्ठक भविष्याय या प्रतीर्णम का सवाय किए दिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के प्रधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के सिए ये फायदे उन कारणों से प्रदिक्षण प्राप्त कूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के प्रधीन उन्हें प्राप्त होते हैं।

प्रतः, केन्द्रीय सरकार, उक्त अधिनियम की घारा 17 की उपचारा (2क) द्वारा प्रदत्त कर्तियों का प्रयोग करते हुए और इससे उपचार अनुसूची में विवरित गतों के प्रधीन रहते हुए, उक्त स्थापन को तीन वर्ष की वधविधि के सिए उक्त स्कीम के सभी उपचारों के जरूरत से छूट देती है।

अनुसूची

1. उक्त स्थापन के सब्बन में नियोजक प्रावेदिक भविष्य निधि प्राप्त सदस्य प्रवेदन को ऐसी विवरणयों देनेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्विच देती है।

2. नियोजक, ऐसे निरीक्षण प्रभारी का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की घारा 17 की उपचारा (2क) के रूप (क) के प्रधीन समय-समय पर निर्विच करें।

३ सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत भेलाइया का रखा जाता, नियोजियों का प्रस्तुत किया जाना बीमा श्रीमियम का सदाय, लेखाप्तों का अन्तरण निरीक्षण प्रभारी का सदाय आदि भी है हीने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

४ नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों वा एक प्रति, और जब कभी उसमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की वृधियों की भावा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचनाएँ पर प्रवर्धित करेगा ।

५ यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य नियि का उपलब्ध अधिनियम के अधीन छृष्ट प्राप्त किसी स्थापन की भविष्य नियि का पहले ही सदस्य है उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भाग्नीय जीवन बीमा नियम का संबंध करेगा ।

६ यदि उक्त स्कीम के प्रधीन कर्मचारियों का उपलब्ध कार्यवे बदल जाते हैं तो नियोजक सामूहिक बीमा स्कीम के प्रधीन कर्मचारियों वो उपलब्ध कार्यवे में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचरियों के लिए सामूहिक बीमा स्कीम के प्रधीन उपलब्ध कार्यवे उन कार्यवे से अधिक अनुकूल हो, जो उक्त स्कीम के प्रधीन अनुकूल है ।

७ सामूहिक बीमा स्कीम में किसी बात के हात हुए भी, यदि किसी कर्मचारी की मृत्यु पर उस स्कीम के प्रधीन सन्देश रकम उम रकम से कम है, जो कर्मचारी को उम हासा में सदैय होती जब वह उक्त स्कीम के प्रधीन होता ही नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिक्रिया के रूप में वोनों कामों के अन्तर के बाहर रकम का संबंध करेगा ।

८ सामूहिक बीमा स्कीम के उपलब्धों में काई भी मंशाधन प्रावेशिक मंशिय नियि आयुक्त मध्य प्रदेश के पूर्व भनुमोदित के बिना नहीं किया जायगा और जहां किसी मंशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव रखने की संभावना हो वहां प्रावेशिक भविष्य नियि आयुक्त धनना भनुमोदित देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्थान करने का मुक्तिकर अवसर देना ।

९ यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उल सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीनियम नहीं रह जाते हैं, या इस स्कीम के प्रधीन कर्मचारियों को प्राप्त होने वाले कार्यवे किसी गीति से कम हो जाते हैं तो यह छठ रह जा सकती है ।

१० यदि किसी कारणवश, नियोजक उम नियम तारीख के भीतर जा भास्तो जीवन बीमा नियम करे प्रीमियम का महाय करने में असकूल रहता है, जो पानी वा अपना हा जाने दिय, जाता है तो वह छठ रह की जा सकती है ।

११ नियोजक द्वारा प्रीमियम का महाय में किए गए किसी व्यक्तिक्रम की दशा में उन मृत मवस्थों के नामनिर्देशितों वा विधिक वारिसों का जो यदि यह छठ न हो गई हस्ती तो उनके लिये के अन्तर्गत हात बीमा कामदों के सदाय का उत्तराधार्यत्व नियोजक कर हुआ ।

१२ उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन अन काले किसी सदस्य की मृत्यु होने पर उसके हक्कार तम नियोजियों/विधिक वारिसों की भीमाहत रकम का सदाय तत्पत्ता से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से भीमाहत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[संख्या एम-35014/242/82-पी-एफ-II]

S.O. 3950—Whereas Messrs District Co-operative Central Bank Limited Head Office, Morena (MP/1091) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act),

And whereas, the Central Government is satisfied that the employees of the said establishment a/c, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme)

Now, therefore in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

SCHEDULE F

1 The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time

2 The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month

3 All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employer

4 The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof in the language of the majority of the employees

5 Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India

6 The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees in the benefits administered under the said Scheme

7 Notwithstanding anything contained in the Group Insurance Scheme if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employee shall pay the difference to the legal heir/nominee if the employee is unmarried

8 No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view

9 Where for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of assurance benefits to the nominees etc. or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(242)/82-PL-II]

का० आ० 3951 .—मैसेस बंगलोर वायर रोड मिल, बंगलोर-560048 (के०एन-5390) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध प्रधिनियम, 1952 (1952 का 19) (जिसे इसके पश्चात् उक्त प्रधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के प्रधीन छूट दिया जाने के निम्न आवेदन किया है :

प्रौढ़ केन्द्रीय सरकार का सम्मान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभियाय या प्रीमियम का सदाय किए जिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के प्रधीन जीवन बीमा के रूप में कायदे उठा रहे हैं प्रौढ़ ऐसे कर्मचारियों के लिए ये फायदे उन कावदों से अधिक अनुकूल हैं जो कर्मचारी निकेप महाकूल बीमा स्कीम 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के प्रश्नों उन्हें प्रत्युत्तेय हैं :

अब, केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रत्त प्रधारियों का प्रयोग करते हुए और इससे उपर्युक्त अनुसूची में विविध शर्तों के प्रधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के गधी उपबन्ध के प्रवर्तन में छूट देती है ;

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्राविधिक भविष्य निधि अनुकूल कर्ताटिक को ऐसी विवरणियों देजेगा और ऐसे सेखा रखेगा नवा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 17 की उपधारा (34) के खाड़ (क) के प्रधीन समय-समय पर निविष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रभावन में, जिसके प्रत्तांत नेतृत्वाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाभारों का अत्यरण, निरीक्षण प्रभारों का संदाय प्राप्त हो है, जोने वाले सभी व्यापों का अहर नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुसूचित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति सदा कर्मचारियों की अद्वायता की भाषा में उसकी मुक्त शर्तों का अवधार, स्थापन के सूचना-पट पर प्रवर्तित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का दो उक्त प्रधिनियम के प्रधीन छूट प्राप्त कियी स्थापन की भविष्य निधि का पहले ही सदाय है, उक्त स्थापन में नियोजित किया जाना है तो, नियोजक य मुक्ति बीमा स्कीम के समय के रूप में उसका नाम तुरन्त बदल करेगा ।

प्रौढ़ उक्ती का बाबन आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदस्य करेगा ।

6. यदि उक्त स्कीम के प्रधीन कर्मचारियों को उपलब्ध कायदे बदल जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के प्रधीन कर्मचारियों को उपलब्ध कायदों में समुक्ति रूप से बदल की जाने की व्यवस्था करेगा। जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के प्रधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के प्रधीन अनुबंध हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी को मृत्यु पर हम स्कीम के प्रधीन सम्बोधन से कम है, जो कर्मचारी को उक्त वर्ष में सदैय होती, तब वह उक्त स्कीम के प्रधीन होता जा, नियोजक कर्मचारी के विशेष वारिम/नामनिर्देशितीयों को प्रतिक्रिये के रूप में दोनों रकम के प्रत्यन्त के ब्रावर रकम का सदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपलब्ध में कोई भी संशोधन, प्राविधिक भविष्य निधि अनुकूल कर्ताटिक के पूर्व अनुसूचन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हिन पर प्रतिकूल प्रभाव पहले की संभावना हो, वहा प्राविधिक भविष्य निधि अनुकूल अनुसूचन देने से पूर्व कर्मचारियों को अपने दृष्टिकोण स्पष्ट करते का युक्तियुक्त अवतर देंगा ।

9. यदि किसी कारणबाट, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उक्त सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है प्रधीन नहीं रह जाते हैं, या उक्त स्कीम के प्रधीन कर्मचारियों को ग्राहक होने वाले कायदे किसी रीत से कम हो जाते हैं, तो वह छूट रह की जा सकती है ।

10. यदि किसी कारणबाट, नियोजक उक्त नियन नारिक्र के भीतर, जो भारतीय जीवन बीमा निगम नियन के, प्रीमियम का सदाय करते में अपकल रहत है, है, और पालसी को अपनाय हो जाने दिया जाता है तो, वह रह की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के सदाय में किए गए निर्ति अनुकूल की वशा में उन मूल मदस्यों के नामनिर्देशितीयों या विशेष वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के प्रत्तांत होते, जोमा कायदों के सदाय का उत्तराधिक नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक, उक्त स्कीम के प्रधीन आने साले किसी सदस्य की मृत्यु होने पर उसके हुकदार नामनिर्देशितीयों/प्राविधिक वारिसों की बीमाहृत रकम का सदाय स्वतन्त्रा से और प्रत्येक वशा में भारतीय जीवन बीमा निगम में बीमाहृत रकम प्राप्त होने के नात विन के भीतर सुनिश्चित करेगा ।

[संख्या एम-35014/243/82-प्रौ.एफ-III]

9.0. 3951.—Whereas Messrs Bangalore Wire Road Mill, Bangalore-560048 (KN-5390) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees etc. or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

का० आ० 3952.— मैसर्स भारत बिजली सिमटेड, मुम्बाय एलेक्ट्रिक मानसिमोन, ६ बी० मंजिल प्रथासदूल मराठे मार्ग, पो० बाबर सं० 1903 प्रभारी, बंड०-400025 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा पाया है) में कर्मचारी भविष्य निधि और प्रकार्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा पाया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए घावेन किया है;

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पुरुष क्रमियम का संदाय किए बिना ही भारतीय जनन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अतिक्रम अनुकूल हैं जो कर्मचारी नियम प्रबन्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुमोदित हैं;

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपादन अनुसूची में बिनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन अर्ध की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रबन्ध से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्राविधिक भविष्य निधि भायुक्त महाराष्ट्र को ऐसी विवरणियों जैसा और ऐसे लेखा रखें कि निर्धारण के लिए ऐसी सुधारिएं प्रदान करेंगा जो केंद्रीय सरकार, समय-समय प्राविधिक निर्दिष्ट करे।

2. नियोजक, ऐसे निर्धारण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेंगा जो केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के छाँट (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, हीने वाले सभी व्ययों का बहुन नियोजक द्वारा किया जायेगा।

4. नियोजक, केंद्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों वे एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की अद्वृत्तियों की भावा में उसकी मुख्य जातों का अनुबाद, स्थापन के लक्ष्य पर प्रवर्णित करेंगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त बदल करेंगा और उसकी आवत आवश्यक प्रीमिय भारतीय जीवन बीमा नियम को संश्लिष्ट करेंगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध फायदे द्वारा जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपबन्ध फायदों में समुचित रूप से बुद्धि की जाने की व्यवस्था करेंगा जिससे कि कर्मचारियों के नियम सामूहिक बीमा स्कीम के अधीन उपबन्ध फायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुमोदित हैं।

7. सामूहिक बीमा स्कीम में किसी वाल के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदाय रकम उस रकम से कम है जो कर्मचारी की उस दशा में संवेद्य होती है, यदि वह उक्त स्कीम के अधीन होता है तो, नियोजक कर्मचारी के विविध वारिस/नायनदेविती को प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बीच रकम का संदाय करेंगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना ही किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रावेशिक भविष्य निधि आयुक्त द्वपना अनुमोदन देने से पूर्व कर्मचारियों को द्विटकोण स्पष्ट करने का युक्तियुक्त अवसर देशा।

9. यदि किसी कारणवश, स्थापन ने कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले द्वपना द्वारा है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले काफ़िदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द कर जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत शारीर के स्तर, जो भारतीय जीवन बीमा निगम नियत करें, प्रेमियम का संबाय करने में असफल रहता है, और परिस्ती यो अवधारणा हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रेमियम के संबाय में किए गए किसी अविक्रिय की वजा में उन मूल सदृश्यों के नाम निर्देशितियों या विधिक जारीसों की जो यदि यह छूट सही पर्ह होती तो उक्त स्कीम के अन्तर्गत होती, बीमा फायदों के संबाय का उत्तरवायित नियोजक पर होता।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदृश्य की मूल्य होने पर उसके हक्कादार नाम निर्देशितियों/विधिक जारीसों की बीमाहृत रकम का संबाय तत्परता से और प्रयोक वजा में भारतीय जीवन बीमा निगम से बीमाहृत रकम प्राप्त होने के सात बिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/271/82-प० एफ-2]

S.O. 3952.—Whereas Messrs Bharat Bijlee Ltd., Head Office Electric Mansion, 6th Floor, Appasaheb Marathe Marg, P.B. No. 19103, Prabhadevi, Bombay-400025 & its branch i.e. Kalwa Works P.B. 100, Belapur Road, Kalwa, Thane-400601 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(271)/82-PF. III]

S.O. 3953.—मैसर्स नेशनल इन्डोरेन्स कम्पनी, 768, माराठ रोड, मद्रास (टी एन/2601) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकोण उपलब्ध प्रधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त प्रधिनियम कहा गया है) की धारा 17 की उधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केंद्रीय मरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक घटियाय या प्रेमियम का संबाय किए जिन्होंने, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में काफ़िदे उठा रहे हैं, और ऐसे कर्मचारियों के लिए ये काफ़िदे उन काफ़िदों से अधिक प्रतिकूल हैं जो कर्मचारी निषेप महबूब बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें प्रदत्त हैं;

अतः, केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवत्त संस्थाओं का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिरेष्ट संस्थाओं के अधिन रहते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रावेशिक भविष्य निधि आयुक्त, तथिनाहु को ऐसी विवरणिया भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रवाल करेगा जो केन्द्रीय सरकार, समय-समय पर निरिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाद करेगा जो केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर लिरिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाने विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का प्रत्यरोग, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के विधेयों की एक प्रति, और जब कभी उसमें संशोधन किया जाए, तब उस संशोधन के प्रति तथा कमचारियों की बहुतत्व की भावा में उसकी सुचय बातों का प्रतुवाद, स्थापन के सूचना-पट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त प्रधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही मध्यम है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सबस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत प्रावेशिक प्रीमियम भारतीय जीवन बीमा निधि को संबंध करेगा।

6. यदि उक्त स्कीम के अधीन कमचारियों को उपलब्ध कराए बड़ाए जाते हैं, नियोजक सामूहिक बीमा स्कीम के अधीन कमचारियों को उपलब्ध करायें में मधुचित रूप से विद्य की जाने की व्यवस्था करेगा जिसके के कमचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कराए उस करायें से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुकूल है।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मर्यादा पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दिन में संदेय होती, जब तक वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक व्यापक नामिनिरेशी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बाबत रकम का मदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त तथिन सौड के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी गंशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संधारना हो, वहां प्रावेशिक भविष्य निधि आयुक्त, आपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दिल्कोण घटाकरने का युक्तियुक्त अवकाश देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निधि की उप सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कारबद्ध किसी रीत से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के अंतर जो भारत य जीवन बीमा निधि नियत करें, प्रमियम का संवाद करने में असफल रहता है, और पालिमी को लगवान हो जाने विद्या जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी अतिक्रम की वजा में उन मूल सदस्यों के नाम निर्देशित या विधिक वारिसों की जीवन बीमा की संवाद करने वाले वारिसों के संवाद का उत्तराधिकार नियोजक पर होता।

12. उक्त स्थापन के सबध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशित विधिक वारिसों की जीवन बीमा रकम का संदाय तत्परता से और प्रत्येक वजा में भारतीय जीवन बीमा निधि से जीवन बीमा रकम प्राप्त होने के सात दिन के अंतर सुनिश्चित करेगा।

[संख्या एस-35014-73/82-प्र. ० एफ-२]

S.O. 3983.—Whereas Messrs National Insurance Co., 768, Mount Road, Madras (TN/6201) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are

more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(273)/82-PF. II]

का० आ० 3954—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स गोल्ड मोहर हॉटेल, 355, दक्षिणार्दी रोड, कलकत्ता-48 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की वहुमंड्या इस बात पर सहमत हो गई है कि कर्मचारी भवित्व नियंत्रण और प्रकार्य उपबंध प्रधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त प्रधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[मं० ए० 35017/69/82-प० एफ० 2]

S.O. 3954.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Krishna Metal Works, 355, Dakhindari Road, Calcutta-48, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/69/82-PF.II]

का० आ० 3955—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्वेन मार्किटिंग (प्राइवेट) लिमिटेड, श्यामकुंज 12-बी, लार्ड सिंहा रोड, कलकत्ता-71 जिस के प्रत्यारूप हैप्पी विला, श्री कृष्ण नगर पटना-1 स्थित इसका रजिस्ट्रीड बात कार्यालय भी है नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की वहुमंड्या इस बात पर सहमत हो गई है कि कर्मचारी भवित्व नियंत्रण और प्रकार्य उपबंध प्रधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त प्रधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० ए० 35017/74/82-प० एफ० 2]

S.O. 3955.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Swan Marketing (Private) Limited, Shyam Kunj, 12-B, Lord Sinha Road, Calcutta-71, including its Registered Office at Happy Villa-Srikrishna Nagar, Patna-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/74/82-PF.II]

का० आ० 3956—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स गोल्ड मोहर हॉटेल, 4, सालकिया स्कूल रोड, होवड़ा-6 जिसके प्रत्यारूप 130, काटन स्ट्रीट, कलकत्ता-7 स्थित इसका रजिस्ट्रीड बात कार्यालय भी है नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की वहुमंड्या इस बात पर सहमत हो गई है कि कर्मचारी भवित्व नियंत्रण और प्रकार्य उपबंध प्रधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त प्रधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० ए० 35017/76/82-प० एफ० 2]

S.O. 3956.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Gold Mohar Industries, 4, Salkia School Road, Howrah-6 including its Registered Office at 130, Cotton Street, Calcutta-7 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/76/82-PF.II]

S.O. 3957.—वेन्द्र ५ मरकार को यह प्रतीत होता है कि मेरी अनेक (प्राइवेट) निमिट्ट, १४ब, आर० एन० मुखर्जी रोड, कलकत्ता-१ नामक स्थापन से सम्बद्ध नियोजक और कमेचारियों को बहुसंख्या इस बात पर महसूत हो पाई है कि कमेचारी भविष्य निवारणी और प्रकरण उपर्युक्त अधिनियम, 1952 (1952 का 19) के उपर्युक्त उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय मरकार, उक्त अधिनियम की धारा 1 के उपर्युक्त (4) द्वारा प्रदत्त शब्दियों का प्रयोग करते हुए, उक्त अधिनियम के उपर्युक्त उक्त स्थापन को लागू करती है।

[संग्रह-35017/77/82-PF. 20]

ए० क० भट्टाराई, सचिव

S.O. 3957.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Alindra (Private) Limited, 14-B, R. N. Mukherjee Road, Calcutta-1 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the power, conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/77/82-PF.II]

A. K. BHATTARAI, Under Secy.

New Delhi, the 8th November, 1982

S.O. 3958.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employees in relation to the management of Golukdih Project of Messrs Bharat Coking Coal Limited, At and Post Office Jharia, District Dhanbad and their workmen, which was received by the Central Government on the 29th October, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri J. P. Singh, Presiding Officer.

Reference No. 5 of 1981

In the matter of an industrial dispute under S. 10(1)(d) of the Industrial Disputes Act, 1947.

PARTIES :

Employers in relation to the management of Golukdih Project of Messrs Bharat Coking Coal Limited, At and Post Office Jharia, District Dhanbad and their workmen.

APPEARANCES :

On behalf of the employer : Shri G. Prasad, Advocate.

On behalf of the workmen : Shri S. Bose, Secretary, R. C. M. S. Dhanbad

STATE : Bihar

INDUSTRY : Coal

Dhanbad, 21st October, 1982

AWARD

This is a reference under S. 10 of the I.D. Act, 1947. The Central Government by its order No. L-20012(194)80-D.III(A)

dated the 30th January, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the demand of the workmen of Golukdih Project of M/s. Bharat Coking Coal Limited, At and Post Office Jharia, District Dhanbad that Sarvashri Mahendra Viswakarma, Blacksmith, Sahadeo Ministry, Blacksmith, Ram Nagina Rao, Hammerman, Ram Prayeh Mahato, Hammerman and Ram Sarup Ram, Hammerman should continue to be employed as piece rated workers on the same terms and conditions on which they were employed at Jealgora Colliery before their transfer to Golukdih Project is justified ? If so, to what relief are the said workmen entitled ?"

There are certain facts which are admitted in this case. These concerned workmen were piece rated workers in Jealgora Colliery of Messrs Bharat Coking Coal Ltd. In the month of January/February, 1979 underground fire broke out in Jealgora Colliery which occurred and spread due to spontaneous combustion beyond control of the employers. Mining operation had to be suspended for an indefinite period. There was no work for any of the workmen employed in the colliery and they were rendered surplus and liable to be retrenched. The employers, however, in consultation with the Union of the workmen transferred all the workmen in Jealgora Colliery to other collieries of Messrs Bharat Coking Coal Ltd. These concerned workmen were transferred to Golukdih Colliery. These concerned workmen were offered alternative employment as available in Golukdih Colliery and the same were accepted by the workmen. They were accordingly transferred to Golukdih Colliery. In Golukdih Colliery there was no piece rated job of the nature which these concerned workmen used to do in Jealgora Colliery.

The case of the concerned workmen is that they were simply transferred to Golukdih Colliery with a condition that the emoluments which they used to get at Jealgora Colliery should not be diminished. According to them they were paid on time rated basis instead of piece rate basis.

Ext. M. 1, M. 2, M. 3, M. 4 and M. 5 are originals of last pay certificate of the concerned workmen. The documents were sent to Golukdih Colliery on transfer of the concerned workmen. All these documents show that the concerned workmen were piece rated workers in Jealgora Colliery. Ext. M. 6 is a transfer Order and Ext. M. 7 is the relieving order. Under Ext. M. 8 these concerned workmen and others were retransferred to Jealgora Colliery where they are still working on their previous job. The simple case of the workman is that during the period of their stay at Golukdih colliery on transfer they were being paid on time rated basis.

The management examined MW-1 Shri Ashok Kumar Singh Personal Officer, Jealgora Colliery. He has been working in Jealgora Colliery since 1977 and he knows all the concerned workmen. He has spoken about the fire which broke out in Jealgora Colliery on 12-1-79. He has also spoken about that the union requested the management to transfer them to some other collieries. He has said that the workers were liable to be retrenched. He has clearly stated that the concerned workmen were provided with jobs at Golukdih Open Cast Project as piece rated workers with protection of their group wages which they were receiving in Jealgora Colliery. This statement is very important because the protection of their group wages was the necessary condition of service and consistent with law. WW-1 Shri Mahendra Vishwakarma who is one of the workmen has put forth his case.

Shri G. Prasad, Advocate for the management has submitted that in respect of piece rated workers the Wage Board Recommendation has provided for fall back wages which in fact is the basic wage. According to him the protection of wage is the basic wage and nothing more. Shri Bose has said that the necessary condition of service cannot be changed without resorting to the provision of Section 9A of the Industrial Disputes Act. What he means to say is that fall back wages had to be given under special circumstances and the principal of full back wages cannot be applied to the instant case. What he means to say is that if there was no

work for the concerned workmen in Jealgora Colliery they were liable to be retrenched. But the management thought it proper to transfer them to another colliery. Under law that group wages had to be protected, and this meant that there would be no fall in the earnings of these concerned workmen. According to him it was wrong to consider that the full back wages of piece rated workers could be considered the basic wages. He has further argued that MW-1 has clearly admitted that they were transferred to Golukdih Colliery with specific condition that they would be paid their group wages. It is clear that at Golukdih Colliery they were not receiving their group wages but paid on time rated basis. I have to agree with Mr. Bose that the concerned workmen were not paid according to law. It is quite clear that the protection of wages is the necessary condition for transfer of the workmen from one colliery to another or from one job to another. In this view of the matter the management could not be held to be justified in reducing the wages of the concerned workmen.

Thus having considered the case I have to hold that the demand of the workmen of Golukdih Project of Messrs Bharat Coking Coal Ltd., at and Post Office Jharia District Dhanbad that Sarvashri Mahendra Vishkarma, Blacksmith Sahadeo Mistri, Blacksmith, Ram Nagina Rao, Hammerman Ram Pravesh Mahato, Hammerman and Ram Sarup Ram, Hammerman should continue to be employed as piece rated workmen on the same terms and conditions on which they were employed at Jealgora Colliery before their transfer to Golukdih Project is justified. Consequently the concerned workmen are entitled to be paid their group wages. The computation of their claim could be made under Section 34(C)(2) of the I.D. Act, 1947 if the same was not settled amicably between the union of the concerned workmen and the management.

This is my Award

J. P. SINGH, Presiding Officer
[No. L-20012/194/80-D III(A)]

New Delhi, the 11th November, 1982

S.O. 3959.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial dispute between the employers in relation to the management of Phularit and Colliery of Messrs Bharat Coking Coal Ltd., Post Office Kharkhara, District Dhanbad and their workmen which was received by the Central Government on the 8th November, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3 DHANBAD

Reference No. 38/80

PRESIDENT :

Shri J. N. Singh, Presiding Officer,

PARTIES

Employers in relation to the management of Phularit and Colliery of M/s. Bharat Coking Coal Ltd., P.O. Kharkhara, District Dhanbad.

AND

Their workmen

APPEARANCES:

For the Employers—Shri B. Joshi, Advocate.

For the Workman—None

INDUSTRY : Coal

STAFF : Bihar

Dated, the 2nd November, 1982

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s 10(1)(d) of 959 GI 32—8

the Industrial Disputes Act, 1947 (14 of 1947) has referred the dispute to this Tribunal for adjudication under Order No. L-20012/160/79-D.III(A) dated the 8th May, 1980.

SCHEDULE

'Where the demand of the workmen of Phularit and Colliery of M/s. Bharat Coking Coal Ltd., P. O. Kharkhara, District Dhanbad that Sri Nilmani Choudhury should be designated as Loading Munshi instead of Loading Chaurasi is justified ? If not, to what relief is the said workman entitled?"

2 On 19th October, 1982 both the parties have filed a joint petition of compromise duly signed on their behalf and they pray, that an award be passed in terms of the settlement

3. I have gone through the settlement which is beneficial for the workman.

4. In the circumstances the award is passed in terms of the settlement which shall form part of the award.

J. N. SINGH, Presiding Officer

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 3 AT DHANBAD

Reference No. 38 of 1980

Employers in relation to the Management of Phularit and Colliery.

AND

Their workmen

The humble petitioner on behalf of the aforesaid parties most respectfully shewth :

That the present reference arises out of the claim of the workman named Sri Nilmani Chaudhary for designating him as Loading Munshi instead of Loading Chaurasi. The terms of the reference as contained in the schedule to the reference is extracted below—

THE SCHEDULE

'Whether the demand of the workmen of Phularit and Colliery of M/s. BCCCL, P.O. Kharkhara, District Dhanbad that Sri Nilmani Chaudhary should be designated as Loading Munshi instead of Loading Chaurasi is justified ? If so, to what relief is the said workman entitled?"

2 That without prejudice to the respective contentions, the parties have settled the above dispute in the following terms :—

TERMS OF SETTLEMENT

(a) That Sri Nilmani Chaudhary shall be designated as Loading Munshi within 30 days from the date of the acceptance of this settlement by the Hon'ble Tribunal and he will be fixed in the clerical Grade-III from that date in the scale of Rs. 460-16-636 with the starting basic salary of Rs. 524 besides all other usual benefits applicable to a Grade-III clerk under NCWA-II.

(b) That Sri Nilmani Chaudhary will not be entitled to any other benefit and he will not claim for his fixation in clerical Grade-III with consequent difference of wages, with effect from any earlier date retrospectively.

3. That in view of the aforesaid settlement it is submitted that adjudication is not necessary.

4. That the terms of the settlement are fair and proper

Under the facts and circumstances stated above it is humbly prayed that the Hon'ble Tribunal will be graciously pleased to pass the Award in terms of the settlement.

FOR THE WORKMAN :
(NILMANY CHAUDHARY)

THE WORKMAN
(BASUDEV SARKAR),
Br. Secretary,

Rashtriya Colliery Mazdoor Sangh
FOR THE EMPLOYERS

(S. C. GAUR)

PERSONNEL MANAGER;

BARORA AREA

(S. P. SINGH)

DY. PERSONNEL MANAGER

BARORA AREA.

VERIFICATION

I Shri Nilmani Chaudhary in the present reference have fully understood the terms of the settlement which were read over and explained to me by Shri Basudev Sarkar our Branch Secretary of the Union, R.C.M.S. of which I am still continuing as a member, and I sign this settlement in token of acceptance of the terms of the settlement.

(NILMANI CHAUDHARY)

J. N. SINGH, Presiding Officer
[No. L-20012(150)/79-D.III(A)]

New Delhi, the 12th November, 1982

S.O. 3960.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad in the industrial dispute between the employers in relation to the management of Dhansar Colliery in Kusunda Area No. VI of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad, and their workmen, which was received by the Central Government on the 9th November, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. 1, DHANBAD

In the matter of a reference under Sec. 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 39 of 1982

PARTIES :

Employers in relation to the management of Dhansar Colliery in Kusunda Area No. VI of M/s. Bharat Coking Coal Limited, P. O. Kusunda, District Dhanbad.

AND

Their Workmen.

PRESENT :

Mr. Justice Manoranjan Prasad, (Retd.) Presiding Officer.

APPEARANCES :

For the Employers—Shri R. S. Murty, Advocate.

For the Workmen—None.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, dated, the 2nd November, 1982

AWARD

The present reference arises out of Order No. L-20012(403)-81-D. III (A) dated, New Delhi, the 5th April, 1982 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of

the dispute has been specified in the schedule to the said order and the said schedule runs as follows :

"Whether the action of the management of Dhansar Colliery in Kusunda Area No. VI of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad in dismissing Shri Ram Briksh Bhuiya, Hazree Mazdoor from service with effect from the 15/23rd March, 1980 is justified ? If not, to what relief is the workman concerned entitled ?"

2. The dispute has been settled out of Court. A memorandum of settlement dated 4-10-82 has been filed in Court. I have gone through the terms of settlement and find them quite fair and reasonable. There is no reason why an award should not be made on the terms and conditions laid down in the Memorandum of Settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

MANORANJAN PRASAD, Presiding Officer
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

IN THE MATTER OF REFERENCE NO. 30 OF 1982

PARTIES :

Management in relation to the management of Dhansar Colliery in Kusunda Area No. VI of M/s. Bharat Coking Coal Limited, P.O. Kusunda, District Dhanbad.

AND

Their workmen.

The above mentioned parties most respectfully beg to submit jointly as follows :—

1. That both the parties have held mutual negotiations in regard to the aforesaid dispute.
2. That as a result of the mutual negotiations held they have reached an overall settlement in regard to the Industrial Dispute in question. Six copies of the settlement is attached.
3. That the parties consider that the terms of settlement are just fair and reasonable.

In view of the above the parties hereby jointly request the Hon'ble Tribunal to give an award in terms of the attached settlement.

Sd.

(G. D. PANDEFY)
Secretary.

(S. BOSE)
Secretary.

Rashtriya Colliery Mazdoor Sangh,

Dhanbad

For and on behalf of Workmen

Sd.

Agent, Dhansar Colliery, BCCL

Sd.

(S. N. SINHA)

Personal Manager

Kusunda Area-A No-A VI, BCCL, Kusunda
On behalf of Employers.

Memorandum of Settlement reached between the management of Dhansar Colliery, Kusunda Area (Area-VI), BCCL, District Dhanbad and the Rashtriya Colliery Mazdoor Sangh, Rajendra Path, Dhanbad on _____ under the Industrial Disputes Act and Rules framed thereunder :

Name of the Parties :

Representing Employers :

1. Sri R. S. Gill, Agent, Dhansar Colliery, BCCL, P.O. Dhansar, District Dhanbad.
2. Sri S. N. Singh, Personnel Manager, Area No. VI, Kusunda, BCCL, P.O. Kusunda, District Dhanbad.

Representing Workmen :

1. Sri G. D. Pandey, Secretary, Rashtriya Colliery Mazdoor Sangh, Rajendra Path, Dhanbad.

SHORT RECITAL OF THE CASE

1. An Industrial Dispute with the following terms of reference between the management of Kusunda Area (Area-VI) of M/s. Bharat Coking Coal Limited and the workmen as represented by Rashtriya Colliery Mazdoor Sangh was referred to Central Government Industrial Tribunal No. 1, Dhanbad for adjudication U/S 10(1)(d) of the Industrial Disputes Act, 1947, by the Ministry of Labour, Government of India, New Delhi, vide Order No. L-20012(403)/81-D-III(A) dated 5-4-1982.

"Whether the action of the management of Dhansar Colliery in Kusunda Area No. VI of Messers Bharat Coking Coal Limited Post Office Kusunda, District Dhanbad in dismissing Sri Ram Briksh Bhula, Hazree Mazdoor from service with effect from the 15/23rd March, 1980 is justified ? If not, to what relief is the workman concerned entitled ?"

2. Both the parties have mutually negotiated this dispute and have come to an over all settlement on the following terms on 4-10-82.

TERMS OF SETTLEMENT

1. Agreed that Sri Ram Briksh Bhula, Hazree Mazdoor of Dhansar Colliery in Kusunda Area (Area No. VI) of BCCL will be reinstated by the management in the post of Hazri Mazdoor with immediate effect. He should report for duty to the Manager, Dhansar Colliery within 7 days of the conclusion of this settlement.
2. Agreed that Sri Ram Briksh Bhula will be paid back wages as a special case without any precedent to be cited w.e.f. 1-1-82 only and no compensation or any of the benefits for the period prior to 1-1-82 will be payable to him excepting continuity as at item 3 hereunder :
3. Agreed that Sri Ram Briksh Bhula will be entitled to continuity of service and the period between 15/23rd March, 1980 when he was dismissed from service upto 31-12-81 will be treated as leave without wages for the purpose of continuity of service only for the purpose of gratuity.
4. Agreed that this will be an overall settlement in connection with dispute relating to the workmen concerned which has been referred to the Central Government Industrial Tribunal No. 1, Dhanbad for adjudication.
5. Agreed that the management and the Trade Union will file a joint petition to Central Government Industrial Tribunal No. 1, Dhanbad, for giving an award in terms of this settlement. Since however the post of the Presiding Officer of the said Tribunal is vacant now, the said settlement will be implemented pending the award of the Tribunal as indicated above.

Sd.
(G. D. PANDEY)

Secretary,

S. Bose Secretary

Rashtriya Colliery Mazdoor Sangh, Dhanbad
For and on behalf of workmen.

Sd. (Illegible)

Agent, Dhansar Colliery, BCCL.
(S. N. SINHA)

Personal Manager,

Kusunda Area

Area No. VI, BCCL, Kusunda.

For and on behalf of Employers.

Dated, Dhanbad, the 4th October, 1982

Copy to :—

1. Asstt. Labour Commissioner (Central), Dhanbad per regd. Post A/D.
2. Regional Labour Commissioner (Dhanbad), Dhanbad per regd. post A/D.
3. Chief Labour Commissioner (Central), New Delhi.
4. Secretary to the Govt. of India, Ministry of Labour, New Delhi.

[No. I-20012(403)/81-D. III(A)]

A. V. S. SARMA, Desk Officer

New Delhi, the 10th November, 1982

S.O. 3961.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Ratibati Colliery of Ratibati Sub-Area of Eastern Coalfields Limited, Post Office Kalipahari District Burdwan and their workmen, which was received by the Central Government on the 6th November, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO 3, DHANBAD
REFERENCE NO. 108/80

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Ratibati Colliery of Ratibati Sub-Area under Eastern Coalfields Ltd., P.O. Kalipahari, Dist. Burdwan.

AND

Their workmen.

APPEARANCES :

For the Employers—Shri P.L. Ojha, Senior Personal Officer.

For the workmen—None.

INDUSTRY : Coal.**STATE :** West Bengal

Dated, the 2nd November, 1982

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 1947, (14 of 1947) referred the dispute to the Central Government Industrial Tribunal-cum-Labour Court, Calcutta for adjudication. Subsequently by Order No. S-11025(4)/80-D. IV(B) dated 14th/17th November, 1980 the dispute has been transferred to this Tribunal for adjudication.

SCHEDULE

"Whether the action of the management of Ratibati Colliery of Ratibati Sub-Area under Eastern Coalfields Ltd., P.O. Kalipahari, Dis. Burdwan in terminating the services of Shri Sunder Majhi with effect from 17th January, 1977 is justified. If not, to what relief is the concerned workman entitled ?"

2. On 19-10-1982 both the parties have filed a joint petition of compromise duly signed on their behalf and they pray that an award be passed in terms of the settlement.

3. I have gone through the settlement which is beneficial for the workman.

4. In the circumstances the award is passed in terms of the settlement which shall form part of the award.

Ens. : Settlement. J.N. SINGH, Presiding Officer

BEFORE THE HONOURABLE PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
NO. 3 DHANBAD

Ref. No. 108 of 1980

PARTIES :

Employers in relating to the Management of Ratibati Colliery, Satgram Area, FCL, P.O. Kalipahari, Dist. Burdwan, West Bengal.

AND

Their Workmen.

The parties most humbly pray as under :—

That, the above mentioned reference case has been fixed for hearing on 19-10-82.

That, the parties have discussed the matter and have come to amicable settlement in favour of disposal of the case on the following terms and conditions,

- (a) the incumbent, Sri Sundar Majhi will be reinstated in his existing capacity.
- (b) the period of idleness will be considered as leave without pay.
- (c) the union/the workman shall not claim for back wages or for any other payments whatsoever for the
- (d) the instant settlement shall have no precedence.
- (e) the instant settlement shall have no precedence.
- (f) Sri Majhi will be posted at Ratibati (R) Colliery.

Under the circumstances aforesaid the parties jointly pray for accepting said terms of settlement by the Hon'ble Tribunal and to pass an Award accordingly for disposal of the case. In the meantime Sri Majhi is hereby allowed to resume his duties at the aforesaid place of his posting.

For the union representing
the workman.

Sd.
(Sunil Sen),
Organising Secretary,
Colliery Mazdoor Sabha (AITUC).
Satgram Area,
Dt. 18-10-82.

For the Employers.

Sd.
(D.R.K. Rao),
Personal Manager,
Satgram Area, ECL.
J. N. SINGH, Presiding Officer

[No. L-19012(13)/79-D.IV. (B)]
New Delhi, the 11th November, 1982

8.O. 3962.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of New Majhi Colliery, Wardha Valley Area of Messrs Western Coalfield Limited and their workmen, which was received by the Central Government on the 9th November, 1982.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT-LC(R)(36)/1980

PARTIES :

Employers in relation to the management of Wardha Valley Area, New Majhi Colliery, Chandrapur (M.S.) and their workman Shri A.P. Nagrable, P. F. Clerk, represented through the Wardha Valley Collieries Workers Union, Co. Queshi Building, Bhivpuri Ward No. 3, Chandrapur (Maharashtra).

APPEARANCES :

For workman—Shri Gulab Gupta, Advocate

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal DISTRICT : Chandrapur (M.S.)

AWARD

Dated . October 30, 1982

This is a reference made by the Government of India in the Ministry of Labour, vide Notification No. L. 18012(5) 79-D. IV(B) Dated 7th July, 1980, for the adjudication of the following dispute, by this Tribunal.—

'Whether the action of the management of New Majhi Colliery of Wardha Valley Area of Western Coalfields Limited, Chandrapur, in dismissing Shri A. P. Nagrable, P. F. Clerk with effect from 27/28th October, 1978 is justified? If not, to what relief is the concerned workman entitled?"

2 Briefly stated the facts material for the adjudication of this dispute are as under :—

The workman, Shri A. P. Nagrable, hereinafter referred to as the workman, was an employee of the Western Coalfields Limited in the New Majhi Colliery of the Wardha Valley Area, Chandrapur. He was dismissed from the post of a Clerk with effect from 27/28th October, 1978. The justification for this dispute is challenged by the workman in the present proceedings.

3. The case of the workman is as under :—

The workman is a member of a Workmen's Union. He was originally employed as a Casual Mazdoor in the Mahakali Colliery. But in fact he joined to work as a clerk. Thereafter he raised a dispute regarding regularisation and by a settlement dated 23-3-1976 the management appointed him as a Grade III Clerk from 1-4-1976 by the General Manager of the Wardha Valley Area. In the Mahakali Colliery also though designated as a Junior Clerk he was asked to discharge his duties of higher grade Clerk but the management denied his genuine claim. The management considering the demand made by the workman and his trade union activities carried on by him transferred him on 6-4-1977 from Mahakali Colliery to the Open Cast Majhi Colliery with a view to clear the arrears of work in the Majhi Colliery regarding Provident Fund Accounts. In the Open Cast Majhi Colliery the workman found considerable arrears of work left by his predecessor, and he was asked to look after not only the current work but the arrears also. In order to clear the arrears the workman needed all the pay-sheets of the workmen for the previous years which were not made available to him. In the absence of the pay-sheets he could not, despite his best efforts, clear the arrears.

Though the workman was doing his best and looked after the current work of the Provident Fund the arrears could not be cleared for circumstances beyond his control. The Provident Fund Commissioner was pressing hard the management for the arrears in the Provident Fund Accounts and the management without realising their inaction and failure wanted to make the workman liable for the arrears. The Sub Area Manager was unnecessarily unhappy with the workman and issued a note to him charging him with neglect of work, disobedience etc. On 6-4-1978 a charge-sheet was lastly issued to the workman accusing him of insubordination,

disobedience, habitual neglect of work, extension of threats, giving of abuses, assaulting his superiors and co-workers. This charge-sheet was replied by the workman denying all the charges mentioned therein. On an alleged complaint by Shri D. B. Singh, Senior Personnel Officer, the said charge-sheet was issued and Shri J. K. Ghosh was appointed the Enquiry Officer. A domestic enquiry was held in which many illegalities were committed and finally by the impugned order the workman was dismissed from service by the Sub-Area Manager.

4. The management in their reply admitted the initial appointments and the subsequent postings of the workman. Allegations regarding victimisation of the workman were denied. The workman, according to the management, was given all facilities to complete the arrears of Provident Fund Accounts but the workman himself was negligent and left the arrears as they were.

5. As regards the chargesheet, the management contended that on 4-4-1978 the workman went to Shri D. B. Singh with a letter addressed to him by the Sub-Area Manager. This letter was addressed to the workman regarding his negligence, inefficient working etc. Before Shri D. B. Singh the workman not only misbehaved but also made undesirable utterances regarding Shri D. B. Singh and the co-workers sitting there. The management, therefore, served a chargesheet (Ex. M/1) on him and asked him to reply. As the workman's reply (Ex. M/2) was not found satisfactory Shri J. K. Ghosh (M.W. 1) was appointed the Enquiry Officer. During the enquiry the management examined witnesses in support of the charge—These witnesses were cross-examined by the workman. All reasonable opportunities were given to the workman in the enquiry proceedings. When the workman was examined as a witness he was cross-examined by the complainant but during the cross-examination before its completion the workman refused to participate further in these proceedings. The management thereafter considered the report of the Enquiry Officer and found him guilty of neglect of work, disobedience etc. and awarded him the punishment of dismissal from service. This punishment, according to the management, was quite proportionate to the gravity of the charges found proved against the workman.

6. The workman after his dismissal from service raised the dispute about his dismissal before the Asstt. Labour Commissioner (Central). As no conciliation was possible a report was sent to the Central Government who have referred the present dispute for adjudication.

7. Initially by an order passed on 19-6-1981 it was decided that the dispute referred to for adjudication is the only issue for decision and framing of no other issue is necessary. Subsequently some evidence was recorded and while the statement of W.W. 4. Dakade, was being recorded on 3-1-1981 it was stated by the management's Counsel that the workman was dismissed after a domestic enquiry and that so long there is no finding that the enquiry was vitiated evidence on merits of the order of dismissal should not be recorded. Learned Counsel for the workman agreed to this objection and further evidence on merits of misconduct was reserved. After parties were heard, the following order was passed on 1-2-1982 and in accordance with this order following issues were framed :—

"In this case evidence was recorded with the agreement of the parties, on the validity of the domestic enquiry only. After going through the record of the case it is found that evidence on all the pleas raised by the parties is necessary. Accordingly both the parties are directed to lead such evidence as they may desire on all the pleas taken by them. In order that parties may have no difficulty in leading evidence issues are separately framed. Case for evidence of both the parties on 22nd February, 1982."

ISSUES

I Whether the domestic enquiry held against the workman was valid If not what is its effect?

2. Whether the order of dismissal passed by the management dismissing the workman was justified both on facts as well as in law?

3. To what relief are the parties entitled to?

8. Thereafter both the parties led additional oral and documentary evidence. I have heard the learned Counsel for the parties on the aforesaid issues. My findings on the aforesaid issues are as under :—

Issue No. 1 :—The domestic enquiry against the workman was valid subject to the decision on certain points recorded below.

Issue No. 2 :—Order of dismissal of the workman by the management was not justified either on facts or in law or on both.

Issue No. 3.—The workmen is entitled to be reinstated with all benefits of back wages, allowances, etc. etc.

Findings with Reasons :—

9. Issue No. 1 :—From the chargesheet Ex. M/1 it is clear that the workman was charged under Clause 18(i)(c), (f) and (r) for wilful insubordination or disobedience of any lawful authority or any reasonable order of a superior, of habitual neglect of work and/or threatening, abusing or assaulting any superior or a co-worker. The Enquiry Officer vide his findings Ex. M/17A has found the workman guilty of neglect of work and/or threatening, abusing or assaulting any superior or a co-worker. I will first consider whether the charge of habitual neglect of work for which the Enquiry Officer has found guilty was at all justified whether the same has been proved.

10. The workman was, vide Ex. W/5 dated 16-4-1977, transferred from Mahakali Colliery to the New Majji Open Cast Mine and the Last Pay Certificate issued (Ex. W/6) when he was released on 18-4-1977. Vide Ex. W/9 dated 21-11-1977 the Sub-Area Manager passed an order directing the workman to work in the Open Cast Mine and made him responsible for the Provident Fund Work of both the mines. This order does not indicate as to which was the second mine for the Provident Fund Work for which the workman was being made responsible by this order. Ex. M/9A is a letter from the Personnel (Industrial Relation) Department of the Head Office of the Western Coalfields Ltd. addressed to All General Managers of the W.C. Ltd., by which they were intimated that the 18 units for the month of December, 1976, 71 units for the month of January 1977 had failed to pay the Provident Fund dues within the prescribed limit. In this connection a reference may be made to Ex. M/22A from the same authority dated 29/31st December, 1976 making a complaint about the arrears of Provident Fund work for March 1972, March 1974 and March 1975. A reference may also be made to Ex. M/23 on the same subject and from the same authority. These letters therefore clearly indicate that the Provident Fund dues for which the workman was charged related to 89 units for the months of December, 1976 and January 1977. It was only in November 1977 that the Sub-Area Manager vide Ex. W/9 dated 24-11-1977 called upon the workman and made him responsible for the Provident Fund work of both the mines presumably one was Open Cast Mine and the other was New Majji Mine. The workman's grievance was that the arrears regarding the Provident Fund work which he was supposed to clear along with the current Provident Fund work could not be completed without the supply of Pay-sheets of the workmen which numbered in hundred and thousands and without the help of some other clerk by him alone. Ex. W/10 is a letter addressed to the workman by the Sub-Area Manager, a copy of which was given to Shri Anandrao Datarkar and he was asked to cooperate with the workman, Shri Nagrale. This endorsement by Sub-Area Manager has taken a note of the grievance of the workman that records of 1975-76 and 1976-77 have not been maintained properly. This document, therefore, make it clear that so far as the arrears of the Provident Fund work were concerned and which related to a period prior to the posting of the workman in the Open Cast Mine at Majji Colliery were not attributable to him only.

11. It cannot be disputed that Provident Fund deductions were and are made from the Pay-sheets of the workers and Postings in ledgers cannot be made unless all these Pay-sheets are made available, more particularly when the arrears relate to a past period and not the current period. The work-

man contends, and in my opinion very rightly, that as the Paysheets of the relevant period were not made available to him and no other helper was also given he could not clear the arrears to the best of his ability. This contention finds full justification from Ex. M/9 which is a letter dated 28-10-1977 addressed by the Manager of No. 2 Incline, New Majri Colliery to the Group Accounts Officer, Sub-Area No. 1 for releasing the original Pay-sheets of previous and current years for the preparation of Provident Fund Ledger for Open Cast Mine and No. 2 Incline. As per endorsement on this letter the Group Accounts Officer replied that original Pay-sheets cannot be spared and duplicate can be taken from the Colliery. It was thereafter only on 6-4-1978 that the Cashier of the New Majri Colliery was asked to issue the Pay-sheets. This document, therefore, clearly establishes that till 6-4-1978 even the Pay-sheets were not made available to the workman to clear the arrears. The charge-sheet charging the workman with habitual neglect of work was issued on a date till which the workman was not given the relevant documents viz, the Pay-sheets with the help of which he could clear the arrears. How can the management in the back ground of these admitted facts charge the workman with neglect, much less with habitual neglect of work. In his own evidence the workman has stated that when he joined, the work in the Provident Fund Section was in arrears, that he was not only to clear the current work but to clear the arrears also in respect of the two mines; that he did not leave any arrears so far as the current work is concerned; that for clearing the arrears he needed Pay-sheets and help of some other clerk; that he prayed for Pay-sheets of previous years being made available to him and that till the charge-sheet was served on him the Pay-sheets were not made available as per Ex. M/9. He has further stated that the Provident Fund amount is deducted from the pay of the workmen and is noted in the pay-sheets and on the basis of this note deduction are posted in the ledger. His statement finds full support from the documentary evidence referred to above. It thus becomes evident that the charge of neglect or habitual neglect of work was levied without any justification whatsoever. It further becomes clear that the management in order to save its own face wanted to foist the blame on the workmen. When the charge itself was baseless and without any valid ground the findings of the Enquiry Officer must be totally ignored and set aside on this ground only.

12. Second charge against the workman was that on 4-4-1978 the workman approached the management officer Shri D. R. Singh with a letter Ex. W/10 dated 1-4-1978 and not only behaved with him by using undesirable language but told him "why have you given this letter to me. You management officials are trying to spoil my record. I will see you within 10 days and the consequences will be very bad. These office clerks are cowards otherwise they have assaulted you." The charge further states, that the workman uttered the words, "All clerks are putting on bangle," meaning thereby that they are behaving like females. The question is as to whether such a charge was justified. I will consider the evidence given by the management with regard to this charge, but I may at this stage say that in view of what I have already stated above there was no justification for issuing the letter Ex. W/10 accusing the workman with regard to the arrears of Provident Fund work. This letter clearly shows that the Provident Fund Commissioner was to be sent a complete report regarding Provident Fund contributions. The failure on the part of the management to comply with this requirement was unjustifiably sought to be transferred on the workman. The workman, as already found above, was not responsible for these arrears. He was to look after the old as well as the current work and for that he was in genuine need of previous Pay-sheets which were not supplied to him till this letter Ex. W/10 was issued to him on 10-4-1978. The fact that previous pay-sheets were necessary for completing the work is established from the evidence given by M.W. 1, Shri P. K. Goswamy and M.W. 2 Shri R. S. Rode which was recorded on 21st August 1982.

13. Even assuming that the workman had been to Shri D. B. Singh and behaved in the manner indicated in the charge-sheet, it cannot be denied that the workman had a valid reason to feel annoyed because of groundless accusation made against him. No doubt one cannot justify the conduct of the workman in case it is proved that he behaved in the manner in which he is alleged to have behaved as stated in the charge-sheet. However, I am clearly of the view that if there was any reason for the workman to be

provoked the same was attributable to the management and not to the workman.

14. In the back ground of these findings that the question of validity of the enquiry has to be considered. From the enquiry proceedings filed in this case it is clear that after few adjournments the enquiry commenced in presence of the workman and his co-worker. Management's witnesses were examined after the workman submitted his reply on 18-4-1978. The enquiry commenced vide Ex. M/s. on 9-7-1978 when the management examined three witnesses and while the workman was under cross-examination by the management's representative he refused to participate in the enquiry any further. The enquiry proceedings therefore show that the enquiry was held in presence of the workman by the examination of the management's witnesses and he was free to make his own statement and examine witnesses in defence. If, he of his own accord did not participate further in the enquiry then the management cannot be blamed. Accordingly, in my opinion so far as the conduct of the enquiry is concerned, the workman cannot have any grievance.

15. The validity of the enquiry is also challenged on the ground that the Enquiry Officers, Shri J. K. Ghosh (M.W. 1) was an officer superior to Shri D. B. Singh, the complainant, with whom the workman is alleged to have misbehaved. I do not find any substance in this contention.

16. When a domestic enquiry is to be held it is proper for the management to appoint an Enquiry Officer who is superior in rank to the aggrieved person. If a subordinate is appointed the grievance may be that being a subordinate he will not have the courage to disbelieve his superior. But this is not a case of this nature. I accordingly find no substance in the contention of the workman in this behalf.

17. It was nextly contended that in a case where a domestic enquiry is held and if the enquiry is not liable to any challenge on any ground then the Tribunal can only examine the correctness of the findings and the reasonableness of the punishment. There can be no dispute with this principle but this principle is not applicable to the facts of the present case.

18. As already stated, at one stage the evidence was restricted only for determining the validity of the enquiry but by a subsequent order both parties were directed to give evidence on the issues framed on 1-2-1982. The management thereafter examined not only the Enquiry Officer but also witnesses to prove the charges against the workman. Once evidence is led on the merits of the charge-sheet the management cannot turn round and say that ignore the evidence of the misconduct led by it before this Tribunal and examine the reasonableness of the findings and the punishment awarded by the management. As the management has elected to lead evidence on the charge of misconduct also, it is this evidence which has to be looked into to determine the charge of misconduct and reasonableness of the punishment.

19. So far as the evidence of Shri J. K. Ghosh is concerned. It relates to the conduct of the enquiry only. The other witness is Shri P. G. Jagirdar (M.W. 2) which is in respect of the subsequent alleged conduct of the workman. The management's witness, Shri P. K. Goswamy (also marked as M.W. 1) and Shri R. S. Rode (also marked as M.W. 2) were examined on 21-8-1982. They have stated that on 4-4-1978 the workman came with some papers before Shri D. B. Singh, Senior Personnel Officer, and started shouting in loud voice "All of you are bent upon spoiling my service records; that you will get the consequences within 10 days and all those are sitting here are wearing bangles." To the same effect the evidence given by M.W. 2, Shri R. S. Rode. The person aggrieved, Shri D. B. Singh, has not been examined before this Tribunal to prove the charges of misconduct. Why he was kept back and not made available to the workman for cross-examination is best known to the management only. Thus before this Tribunal the evidence of these two management's witnesses is the only evidence which has to be considered.

20. Shri Goswamy admits that he was subordinate to Shri D. B. Singh as a Second Grade Clerk; that he was thereafter promoted as Grade I Clerk and then a Special Grade Clerk in September 1981. In his cross-examination he says that despite of these utterances by the workman Shri Singh was

calm and cool and was not excited. He also admits that to his knowledge on no previous occasion Shri Nagrale behaved in this manner and that he did not feel that the workman was either of quarrel-some nature or of undesirable behaviour. The other witness admits in para 5 that out of three or four months after his evidence was recorded in enquiry he was promoted as Gr. II Clerk in October 1978. From the evidence given by these two witnesses it therefore becomes clear that after the incident and commencement of the enquiry these two subordinates of the complainant, Shri D. B. Singh, have earned promotion. They cannot, in these circumstances, be treated as totally independent witnesses. If Shri D. B. Singh has been examined he could have justified their promotions but this has not been done. I, therefore, am not inclined to accept their evidence as coming from wholly independent and reliable source.

21. In the light of the findings recorded above, I am inclined and it is hereby held that the charge of neglect of work as also for habitual neglect of work was levied against the workman without any basis whatsoever. As regards the remaining charges, I am of the view that the management has not assigned any valid reason for not examining the most important witness viz. Shri D. B. Singh, to prove these charges. The evidence given by the management's witnesses S/Shri P. K. Goswami and R. S. Rode cannot be said to be wholly reliable. The plea of the management that in case the enquiry is found to be validly conducted the only question which can be decided by the Tribunal is about the reasonableness of punishment cannot be accepted for the simple reason that in this case the management has availed of the opportunity of proving misconduct and having failed to do so, it cannot fall back on the evidence given during the enquiry. Accordingly, my finding on Issue No. 1 is that though the conduct of the domestic enquiry held against the workman was otherwise valid, but neither the evidence recorded nor the findings recorded therein nor the findings arrived at by the Enquiry Officer can be considered as the management as elected to prove the misconduct before this Tribunal but has failed to do so as indicated above.

2. Issue No. 2.—In the light of the findings given on Issue No. 1 it has to be held that the punishment of dismissal of service awarded by the management against the workman, Shri A. P. Nagrale, cannot be maintained and must be set aside.

23. The order of dismissal was also challenged on the ground that it was passed by the authority subordinate by which the workman was appointed. This challenge to the legality of the dismissal order is justified. The workman was appointed vide Ex. M/10 dated 30-3-1966 as Junior Clerk in Grade III by Shri M. V. Brijapukar, General Manager of the Wardha Valley Area. The dismissal order dated 27/28-10-1978 (Ex. M/7) has been passed by the Sub-Area Manager, an authority admitted by subordinate to and inferior in rank to the General Manager. Such an order is *prima facie* bad in law and cannot be maintained. On this ground also the impugned order of dismissal is liable to and is hereby set aside.

24. Issue No. 3.—It was urged on behalf of the management that the conduct of the workman has been such that the management has lost confidence in him. He is alleged to have taken part in strike in respect of which a Restraining Order had to be obtained from the Civil Court. If the workman has after his dismissal misbehaved in any undesirable manner as alleged by the management on the basis of Ex. M/82, Ex. M/33, Ex. M/34, then the same cannot be taken into account to validate the order of dismissal. If the workman is illegally dismissed from service he is entitled to be reinstated. There can thus be no question of loss of confidence in the circumstances alleged by the management.

25. In the light of the findings given above, the workman, Shri A. P. Nagrale, is entitled to be reinstated on the same post from which he was dismissed with all benefits of back wages and other allowances with effect from the date of his dismissal. In the circumstances of the case, I make no order as to costs. Award is given accordingly.

S. R. VYAS, Presiding Officer.
[No. I-19012(13)/79-D IV(B)]

New Delhi, the 13th November, 1982

S.O. 3963.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Samla Mandorboni Colliery of Messrs Eastern Coalfields Limited, and their workmen, which was received by the Central Government on the 11th November, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL :

CALCUTTA

Reference No. 53 of 1978

PARTIES :

Employers in relation to the management of Samla Mandorboni Colliery, Alandeboni Sub-Area of Eastern Coalfields Ltd

AND

Their Workmen

PRESENT

Mr. Justice M. P. Singh ..Presiding Officer

APPEARANCES :

On behalf of Employers—Mr. N. Das, Advocate, with Mr. R. N. Tewary, Dy. Personnel Manager.

On behalf of Workmen--Mr. Rajdeo Singh, General Secretary of the Union.

STATE : West Bengal

INDUSTRY : Coal

AWARD

By Order No. L-19012(83)/77-D-IV(B) dated 20th May 1978 the Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Samla Mandorboni Colliery under Mandorboni Sub-Area of Eastern Coalfields Ltd in stopping Shri Soni Choudhury from work with effect from 27th February, 1973 is justified ? If not to what relief is the concerned workman entitled ?"

2. The only question to be determined is whether Soni Choudhury named in the terms of Reference (WW1) actually worked in Samla Mandorboni Colliery as a Coal Cutting Machine Mazdoor as claimed by him. It is upon determination of this question that the reference can be answered. His case is that he was working in the same colliery from 1969 and worked in different pits (Nos. 6, 2 and 3) upto 26 February 1973, that the management stopped him from work with effect from 27 February 1973 without any reason. The management submits that he is not an employee because there were two persons of the name of Soni Choudhury in its record and both had left the colliery within a short time. In my opinion the management is wrong. There is sufficient and reliable evidence on the record to show that the concerned Soni Choudhury (WW1) was the real man who had worked in the colliery. There was no other Soni Choudhury having any other parentage. The name of the father of the concerned Soni Choudhury is Amroo Choudhury. In Form B register the name of the father of Soni Choudhury is Amroo Choudhury, Village Nutandanga, District Burdwan and that he had been shown as a badli Coal Cutting Machine Mazdoor and is shown to have been appointed on 15 January 1973 and in the remark column it is mentioned "left". Sri N. Das, learned Advocate appearing for the management had placed both the registers, namely B form register and the Bonus register before this Tribunal. In the Bonus Register Soni Choudhury is shown as son of Harihar Choudhury of Campa, Chiricut, Azamgah and the date of appointment is 24th January 1973 and that Soni had worked only from 24-1-73 to 26-2-73 for which he was paid his wages. In my opinion some interpolations appear to have been made in the Bonus Register Ext. M-4. The name Soni Choudhury is in faint ink whereas other details of the address are in fresh ink. A mere look at it show that the other details of address have been freshly written and the same cannot be relied upon. In Form B register the name of the father of Soni Choudhury is Amroo Choudhury in Sl. No. 745, his village is Nutandanga, District Burdwan. I may state here

that this was the local address of Soni Choudhury for a certain time. Both these registers are maintained by the management. In form B register (Ex. M2) the date of appointment is different. The address is different from that given in the Bonus Register. It is surprising that in a Government under taking where registers are maintained under statutory rules there should be discrepancies. In B form register the word "badli" appears to have been subsequently inserted. It is necessary to mention here that a Government Finger Print Expert Mr. G. P. Gupta, MW-2 examined the left thumb impression of Soni Choudhury on both the registers. He found that the LTI of Soni Choudhury on the Bonus register (Ext. M-4) tallied with his genuine specimen LTI. This clearly goes to show that it was the concerned Soni Choudhury who had worked in the colliery. It is true that LTI on the B form register did not, according to the Finger Print Expert, tally with the specimen LTI but the fact remains that the LTI on the Bonus register was found to be his. The most important thing to be noticed is that the management had not specifically denied in their written statement dated 10th April 1978 that the concerned Soni Choudhury was not the man who had worked in the colliery. Even in their rejoinder dated 25th December 1978 the management has only stated that Soni Choudhury should not be treated as workman of the colliery. The management has not said that the concerned Soni Choudhury had never worked in the colliery. There is no specified denial either in the original written statement or in the rejoinder filed subsequently by the management. The management has simply replied on the contradictions in the two registers, namely, the Bonus register, Ext. M-4 and the B form register Ext. M-2 and after referring to the contradictions in their written statement the management remained satisfied. In other words it has only referred to records and does not put forward any positive case. This was the pointed issue in the case and the matter was being agitated for a long time by various representations filed by the concerned workman. In such a situation it was the duty of the management to be specific. In absence of any specific denial the fact shall be deemed to have been admitted by the management.

3. Apart from this there is ample original evidence on record to show that the concerned Soni Choudhury had worked in the colliery. The case has been keenly contested before this Tribunal. Soni Choudhury examined seven witnesses including himself as WW-1. The management has examined only two witnesses, one of them being the Finger Print Expert and another its own Assistant Manager Mr. Agarwal. Both the parties have filed a number of documents. The Union has filed documents which are representations made to the management for making enquiry into his case and other set of documents are letters raising industrial dispute. The management has filed 19 documents including the two important registers aforesaid. The rest are letters, and notices which are not very material for the purpose of the decision of this case. In the course of argument also both the parties have referred only to the two registers aforesaid.

4. Now the witnesses produced by Soni Choudhury are natural and competent. WW-2 Pratap Singh, Overman has been working in that very colliery from the year 1968. He was Mining Sirdar. He has said in cross-examination that one Ili Choudhury was the uncle of the concerned Soni and he was a Contractor and that Soni was working under him. He has identified the concerned Soni Choudhury has having worked in the same colliery. WW-4 Rajhu Nath Singh, Onsetter who has been working in that very colliery from the year 1962. WW-3 is a Machine Driver who has been working in the same colliery for the last 17 years. All these three witnesses, having no relationship with Soni Choudhury, have identified Soni as working in the colliery. They are independent witnesses and highly competent. There is nothing in their cross-examination to disbelieve them. The evidence of Soni is supported by them. It appears that Soni had met with an accident in the year 1972. The union examined two doctors in connection with the accident. WW-6 is Dr. A. K. Pal who proved the certificate, Ext. W-3 and stated that the concerned Soni was a worker of Mandorboni colliery WW-7 is Dr. V. S. Tewari who proved the prescription, Ext. W/1. From the evidence of the evidence of the doctors it seems that Soni Choudhury had met with an accident in the year 1972. The management's witness G. C. Agarwal, MW-1 is their own men. He is highly interested. He says that the concerned workman never worked in the colliery. The management itself has not said so but this witness in his eagerness

went to the extent of saying that. It is also peculiar that this witness claims to know the concerned workman only because, according to himself, the concerned workman had gone to him to seek a job in the year 1974. This is unbelievable. WW-2 G. P. Gupta, the Finger Print Expert, about whom I have already stated. His Report is Ext. M-19 of April 1981. Lastly it will not be out of place to mention here that the management has not produced a single chit of paper obtained by it from the original company, the take over being on 31 January 1973 under the Coal Mines Nationalisation Act.

5. Sir N. as for the management contended that the concerned Soni Choudhury is only a badli worker. So he has no right to be reinstated. No such case has been made out in the written statement. It is not the case of either party. The reference is also not regarding his status. On the materials on record I hold that the concerned Soni Choudhury was a Coal Cutting Machine Mazdoor. The contention is therefore rejected.

6. From the above discussions it is clear that the concerned Soni Choudhury named in the reference had really worked in the colliery. In conclusion my Award is that the action of the management of Samla Mandorboni Colliery in stopping Sri Soni Choudhury from work with effect from 27 February 1973 is unjustified. The concerned workman Soni Choudhury is, therefore, entitled to be reinstated with all back wages which may be admissible to him as per rules.

Dated, Calcutta,
The 7th October, 1982.

M. P. SINGH, Presiding Officer,
[No. I-19012(83)/77-D-IV(B)]

New Delhi, the 17th November, 1982

ORDER

S.O. 3964.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of General Manager, Disherwari Area of Messrs Eastern Coalfields Limited, and their workmen, which was received by the Central Government on the 13th November, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 61 of 1980

PARTIES :

Employers in relation to the management of the General Manager, Disherwari Area of M/s. Eastern Coalfields Limited

AND

Their workmen

PRESENT :

Mr Justice M. P. Singh.—Presiding Officer

APPEARANCES

On behalf of Employers.—Mr. S. N. Ram, Deputy Personnel Manager

On behalf of Workmen.—Shri Srimanta Banerjee, and Gobardhan Mondal, the concerned workmen
Nobody appears on behalf of the Union.

STATE : West Bengal : INDUSTRY : Coal Mine

AWARD

By Order No. L-19012 (2)/80-D. IV(B) dated 16th July 1980 the Government of India, Ministry of Labour referred to this Tribunal for adjudication the following dispute :

"Whether the management of Dishaigarh Area of Messrs Eastern Coalfields Limited, Borachuk House, Post Office Sitarampur, District Burdwan is justified in-

(i) denying to Shri Srimanta Banerjee, the technical Grade 'D' as telephone operator and Grade II with effect from 7th March, 1978 for working as canteen manager.

(ii) denying to Shri Gobardhan Mondal, the Category III wages with effect from 7th March, 1978 for working as Canteen Cook ? If not, to what relief the workmen are entitled to and from what date?"

2. The case was taken up for hearing on 21-9-82, but nobody appeared on behalf of the workmen. When the case was taken up for hearing to-day the management is represented by Mr. S. N. Ram, Deputy Personnel Manager and the concerned two workmen are present. Nobody appears on behalf of the Union. It appears that the Union is no longer interested in this case because the two concerned workmen themselves have entered into a settlement with the management and has been produced before me for acceptance. The management has also agreed to the terms of the settlement without prejudice to their statement in the written statement to which effect they have made an endorsement on the settlement itself (vide Annexure A). The prayer is that Tribunal be pleased to pass a 'no dispute' award in the matter. In my opinion the dispute no longer exists.

I, therefore, pass a "No dispute" award in the matter.

Dated, Calcutta,

The 10th October, 1982.

Sd/-

M. P. SINGH, Presiding Officer.

ANNEXURE 'A'

BEFORE THE HON'BLE PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL :
CALCUTTA

Reference No. 61 of 1980

PARTIES :

Employers in relation to the management of Dishaigarh Area of E.C.L., Borachuk House, P.O. Sitarampur, Dist. Burdwan.

AND

Their workmen

The humble petition of the two workmen connected in the above matter, most respectfully sheweth :—

- That the above matter is pending before the Hon'ble Tribunal and the same has not yet been heard.
- That in the meantime, the petitioners approached the employers for mutual settlement of the dispute here in concerned and the employers have agreed and placed Shri Srimanta Banerjee, the concerned workmen in grade-II with effect from 19-8-82 at the basic pay of Rs 554 per month and the employers have agreed and placed the other concerned workmen Shri Gobardhan Mondal in category IV with effect from 20-8-82 at the basic pay Rs 18.28 per day.

3. That in view of the employers action as stated in the foregoing para both the concerned workmen have no claim whatsoever for any past period prior to the date stated in the paragraph 2.

4. That both the concerned workmen have no longer any dispute with the employers arising out of the instant order of reference.

PRAYER

Both the concerned workmen pray that the Hon'ble Tribunal may be pleased to pass a no dispute award in the instant reference.

And for this act of kindness both the workmen as in duly shall ever pray.

Dated 30th October, 1982.

Agreed without prejudice to the agreement made in the written statement filed by the management.

Personnel Manager (A)
Sitarampur Area.

For and on behalf of the workmen.
(Srimanta Banerjee)
(Gobardhan Mondal)
Connected workmen.

M. P. SINGH, Presiding Officer
[No. L-19012(2)/80-D. IV(D)]

New Delhi, the 17th November, 1982

S.O. 3965.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Parasia Sub-Area No. 4, of Messrs Eastern Coalfields Limited, and their workmen, which was received by the Central Government on the 13th November, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL :
CALCUTTA

Reference No. 77 of 1979

PARTIES :

Employers in relation to the management of Parasia Sub-Area, Area No. 4, Parasia.

AND

Their Workmen

PRESENT :

Mr. Justice M. P. Singh —Presiding Officer.

APPEARANCES

On behalf of Employers.—Mr. M. Das, Advocate.

On behalf of Workmen.—Mr. R. K. Gaurasaria, a Co-workman.

STATE : West Bengal.

INDUSTRY : Coal Mine.

AWARD

The Government of India, Ministry of Labour by their Order No. L-19012(23)/79-D. IV(B) dated 22nd/23rd November, 1979 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Parasia Colliery in terminating the services of Shri Hariprasad Gaurasaria, Assistant Loading Clerk, Parasia Colliery, with effect from 5th November, 1977 is justified. If not, to what relief is the concerned workman entitled ?"

2. Sworn of verbiage the facts in brief are that Hariprasad Gaurisaria was an Assistant Loading Clerk under the management of Parasia Colliery. His service was terminated with effect from 5th November, 1977 by the Manager of the colliery. It was intimated to him that he had last lien on his appointment by a letter which is Ext. M-2. The termination of service was on account of continued unauthorised absence for over one year. He was on sanctioned leave from 19th August 1976 to 7th September 1976, i.e., for 20 days. During this period he fell sick. His treatment started from 24th August 1976 and continued upto 2nd February 1978. He applied to the management from time to time for extension of leave. He sent telegrams and letters and also sent medical certificates, at least six in number (two in 1976 and four in 1977) to the management for the purpose of extending his leave on the ground of sickness. He was suffering from T.B. He got medical certificate of fitness on 2nd February 1978 but he could not join his duty because his service had already been terminated with effect from 5th November 1977. When his representations made to the management were rejected he raised the present Industrial dispute under Section 2A of the Industrial Disputes Act by filing a representation before the Assistant Labour Commissioner (Central) Calcutta.

3. It is argued on behalf of the workman that the termination of service was illegal and void because the provisions of Section 25F of the Industrial Disputes Act were not complied with. The management argued that termination of service was in accordance with the provisions of the Standing Orders and hence it did not amount to retrenchment. In my opinion, the management is wrong. The Supreme Court in several cases has construed the expression "retrenchment" in Section 2(oo) of the Industrial Disputes Act in the widest possible term and has adopted a literal construction of the word "retrenchment". In Sartosh Gupta v. State Bank, Patiala, 1980 II LLJ 82, the Supreme Court held that retrenchment means termination of service for any reason whatsoever and it covers every kind of termination of service except those not expressly included in Section 25F or not expressly provided for by any other provisions of the Act such as 25FF and 25FFF. Even prior to that decision the Supreme Court had held in State Bank of India v. M Sundaramoni, 1976 I LLJ 478 : "termination" for any reason whatsoever are the key words. Whatever the reason, every termination spells retrenchment. Termination embraces not merely the act of termination but the fact of termination however produced. The view taken in those cases was upheld in L. Robert D'Souza v Executive Engineer, Southern Railway and Another, 1982 I LLJ 330. It is thus clear that termination of service for any reason whatsoever will amount to retrenchment. It is now a well settled principle of law that even if there is automatic termination of service on account of unauthorised absence in accordance with the provisions of the Standing Orders, the termination would amount to retrenchment and if the provisions of Section 25F are not complied with termination will be illegal and void : See the case of Naresh Chandra Das v Seventh Industrial Tribunal and Others, 1982 II LLJ 64 (Calcutta)—1982 Lab. IC 579.

4. Admittedly in the present case the provisions of Sec. 25F were not complied with and hence the termination of service of Hariprasad Gaurisaria is illegal and void and it is set aside. He therefore continues in service. I direct the management to pay to Hariprasad Gaurisaria the workman concerned in this case all back wages from 24th January 1977 when he raised the present industrial dispute by making a representation before the Assistant Labour Commissioner (Central), Calcutta till date. The management however will be free to terminate his service in accordance with law after full consideration of his case and after complying with the provisions of Section 25F if it so likes.

This is my Award.

Dated, Calcutta,

The 30th October, 1982.

M. P. SINGH, Presiding Officer
[No. L-19012(23)/79-D. IV(B)]

S. S. MEHTA, Desk Officer

New Delhi, the 10th November, 1982

S.O. 3966.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the management of State Bank of India, Hyderabad, and their workmen, which was received by the Central Government on the 6th November, 1982.

**BEFORE THE ADDITIONAL INDUSTRIAL TRIBUNAL—
CUM-ADDITIONAL LABOUR COURT ANDHRA
PRADESH : HYDERABAD**

PRESENT :

Sri K. Subba Rao, B.A., LL.B., Chairman.
Dated this the 24th day of August, 1982
Industrial Dispute No. 1/78 (Central)

Sri V. Sreeramulu
Cashier at Sattenapalli Branch
C/o The General Secretary,
State Bank of India Staff
Union, A. P. Peddibhotlavari
Street, Vijayawada.

...Petitioner

Versus

The Chief General Manager,
State Bank of India,
Local Head Office,
Hyderabad.

...Respondent

Ref :—F. No. L-12012/17/77-D.II.A. Govt. of India

Ministry of Labour, New Delhi dt. 17/22-3-78.

This Industrial Dispute coming on for final hearing before me on 24th August, 1982, upon perusing the reference, claim statement counter and other material papers on record and upon hearing the arguments of Sri K. Narasimham, and Sri. D. S. R. Varma, Advocates for the petitioner and M/s. K. Srinivasamurthy and S. Ravindranath, Advocates for the respondent and having stood over for consideration till this date, the Court passed the following.

AWARD

This reference is made by the Government of India under Section 10(1) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) for the adjudication of a dispute existing between the management of State Bank of India and their workmen in respect of the following matters viz., "whether the action of the management of the State Bank of India in stopping one increment due to Sri V. Sreeramulu, Cashier at Sattenapalle Branch of the Bank on 11-5-76 is justified ? If not to what relief is the workman entitled ?"

2. The brief facts of the case as set out in the claim statement of the petitioner are : The petitioner Shri V. Sreeramulu was an officiating Head Cashier of the Sattenapalle Branch of the respondent Bank. In April, 1972 there was a general agitation by the workmen i.e. the staff of the Bank during that period. By an order dated 29-4-72 the respondent placed Sri Sreeramulu under suspension pending enquiry in respect of some of the alleged incident related to 11-4-72. The respondent issued a charge sheet on 24-10-72 asking the workman to show cause why disciplinary action should not be taken against him. The allegations in the charge sheet, Ex. M-1 are as follows :—

- (i) On the 11th April, 1972 in the morning as usual when the Agent of Sattenapalle Branch and yourself opened the strong room and took out the boxes containing security forms documents etc., you are reported to have abetted to withdrawing cash on the plea that the ravine cashier was not present and requested the Agent to wait till the ravine cashier attends office. A few minutes later when the Agent contacted you to open the strong room, you are alleged to have refused to operate the strong room

despite persuasion by the Agent and other members of the supervising staff. You are also reported to have refused to receive the challans and vouchers accepted by the cash department staff. When you were instructed, in writing, to operate the currency chest and explain for your conduct, you are alleged to have refused to receive the communication and when the Agent instructed you to either open the strong room or to hand over keys to the senior cashier who is willing to act as Head Cashier, you are alleged to have not carried out the instructions either. Having agreed to act as Branch Head Cashier, you had thus caused stoppage of the Branch cash work and conducted yourself in a manner highly prejudicial to the interests of the Bank.

- (ii) Your refusal to accept the Sattenappulle Branch letter S. No. 3 of the 11th April, 1972 addressed to you calling upon you to operate on the currency chest and to submit your explanation for conducting yourself in the manner indicated in item (i) above would amount to wilful insubordination.

The workman submitted his explanation to the above two charges and pending enquiry the workman was suspended with effect from 1st May, 1972. Thereafter an enquiry was conducted into the allegations between the 15th October, 1973 and 31st October, 1973. The claim statement contains several allegations with regard to the improper conduct of the enquiry and other irregularities. But it is not necessary to advert to those allegations, because, in his case the enquiry was held to be valid by a separate order. The Enquiry Officer found the petitioner guilty of the charges levelled against him and the disciplinary authority accepting the report of the Enquiry Officer issued a show cause notice to the petitioner as to why he should not be discharged from service on payment of a month's pay and allowances in lieu of notice. After considering the written submission made by the workman and after hearing him in person, the disciplinary authority by its order dated 11-7-75 however modified the proposed punishment as one of stoppage of one increment due on 11-5-76 and lifted the order of suspension. However, the disciplinary authority further ordered no part of the period of suspension from service could be treated as on duty and that the workman will not be eligible for any arrears and wages, allowances, etc., for the said period of suspension, over and above what was already paid to him by way of subsistence allowance. The workman preferred an appeal against the order of punishment but the Appellate Authority, i.e. the General Manager (Operations) by his order dated 13-12-75 rejected the appeal and confirmed the punishment. The Union, by its letter dated 15-7-76 demanded the respondent that the order of punishment be quashed and that the workman be given full wages and allowances etc. As there was no response from the respondent, the dispute was referred to the Regional Labour Commissioner (Central) at Hyderabad. But as the conciliation proceedings failed, the matter was referred to this Tribunal for adjudication. The prayer in the claim statement (on which there was some argument) in this case is as follows :—

"The Union therefore prays that the Hon'ble Tribunal be pleased to hold that the punishment is unjustified and not maintainable and pass an Award quashing the same. The petitioner prays that the Hon'ble Tribunal be pleased to direct, as natural corollary, that the entire period of suspension be treated as "duty" and to direct the respondent to release the withheld wages, allowances, bonus, leave privilege etc., retrospectively from the date of suspension, viz. 2-5-1972 and award all the above benefits to Sri Steeramulu retrospectively."

3. The respondent in a very elaborate counter traversed all the facts of the case and also made several averments with regard to the conduct of the enquiry and other allied matters and it is not necessary to advert to those averments. The dates and facts with regard to the main charges are not in dispute. According to the respondent, the punishment imposed is neither illegal nor unjustified and on the other hand, the circumstances of the case warranted deterrent punishment of discharge from service as originally proposed. However, in view of the past conduct and submissions of the workman at the time of personal hearing, the Bank took a lenient view and imposed the punishment of stoppage of one increment and the said punishment is justified and most reasonable in

the circumstances of the case. The counter also denied that there was no colourable exercise of the power or any victimisation of the workman. The respondent, in the end submitted that the prayer of the petitioner for the entire period of suspension to be treated as duty was untenable and it is also beyond the scope of this reference, as the period of suspension is not the subject matter of the reference.

4. Before I deal with the contentions raised by both the parties on the merits I shall deal with two legal arguments raised on behalf of the respondent. Mr. Ravindranath, learned Counsel for the respondent Bank firstly argued that the prayer in the claim statement is not in consonance with the reference and not even anywhere near the subject of reference and therefore the relief sought by the petitioner cannot be given. According to Mr. Ravindranath the petitioner's prayer is for the release of the withheld wages and allowances retrospectively from the date of suspension, whereas the reference is only with regard to the stoppage of one increment due to the workman. This argument of Mr. Ravindranath is only partly correct. The prayer of the petitioner in his claim statement is quoted in toto above. The first part of the prayer of the petitioner is for the quashing of the order of punishment as unjustified and not maintainable. That is, the petitioner prayed that the punishment of stoppage of increment must be quashed. As a corollary the petitioner further prayed that the period of suspension be treated as duty and release of his wages and allowances during the period of suspension. The reference, however dealt with only the punishment of stoppage of one increment. Therefore, the prayer of the petitioner with regard to the release of wages etc. during the period of suspension is beyond the reference made by the Government, but the petitioner first prayer in quash the order of stoppage of increment is in consonance with the reference. That apart, the petitioner, as a follow-up of the first prayer can always request this Tribunal for release of the wages and allowances etc., if the Tribunal comes to the conclusion that the punishment of stoppage of increment is invalid. Of course, it would have been salutary if the reference also is made in that way. But the reference is only made as far as the main punishment of stoppage of one increment is concerned. I therefore think that the reference cannot be rejected on the above ground alone.

5. Mr. Ravindranath, secondly contended that in this case the enquiry was held invalid and this not being a case of a removal or dismissal from service the provisions of Section 11-A of the I.D. Act are not applicable and cannot be invoked by the petitioner. I think there is considerable force in this argument. Admittedly, the case is not one of removal or dismissal but is only where a punishment of stoppage of increment is awarded. The language of section 11-A is very clear and the provisions thereof can be invoked by this Tribunal only in a case of removal or dismissal from service. This Tribunal, therefore, under Section 11-A of the I.D. Act cannot be called upon to reappraise the evidence and quash the order of punishment.

6. The claim statement filed on behalf of the workman in this case to a large extent dealt with the improper conduct of the enquiry and the perversity of the findings of the Enquiry Officer, but has nowhere dealt with victimisation on the part of the management except at the end one sentence is added that the action of the management is colourable and is an act of victimisation in the claim statement there are no details given as to how the action of the management is colourable and was done with a vindictive attitude. As already stated, at the outset this Tribunal by a separate order held that the enquiry in this case was properly held and that there was no perversity in the report of the Enquiry Officer. The Enquiry Officer has discussed the evidence on either side and come to correct conclusions on the evidence. Mr. Varma, learned Counsel for the petitioner, however argued that in this case the workman who was also on strike on the day in question could not have been asked to do any work at all. This aspect of the matter was also dealt with by the Enquiry Officer in his report. The Enquiry Officer at page 5 of his report dealt with the evidence of D. W-4 Sri G. L. Chowdary, who testified that the acting Head Cashier has also joined the agitation and he has not signed the vouchers and not initialised the scrolls and the same were sent to the Agent who had initialised and signed to dispose of the waiting constituents. The Enquiry Officer then referred to the cross examination of this witness in which he had admitted that he did not remember to have given any letter to the Agent as local Secretary of the Hyderabad Circle Union about the Pidiguralla sub-office overtime issue. This witness was also said to have admitted in his cross examination that he and the other cashier

belonging to his group has already been at the counter. After discussing the evidence the Enquiry Officer had given the following finding on this aspect of the matter.

"It can be inferred that on 11-4-72 the Branch acting Head Cashier came to once prepared to participate in the so called strike but avoided taking out cash even though the paying cashier Sri Basna was already present in the office. He very tacitly evaded the Agent."

It was also in evidence before the Enquiry Officer that the Agent made several attempts to make the Head Cashier/Workman at least hand over the keys and other things to the senior Cashier Sri Basna who was prepared to operate the chest etc., in fact a written memo bearing Sl. No. 3, dated 11-4-72 was given to the petitioner and he had seen and read the same. If the workman wanted to join the strike, he could have at least handed over the charge to the senior cashier but he did not do so. I therefore find no substance in the argument of Mr. Verma.

7. NO other argument is raised in this case. In view of my above finding I reject this reference and an Award is passed accordingly.

8. Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal on the 24th day of August, 1982.

K. SUBBA RAO, Chairman,
Addl. Industrial Tribunal
A. P. Hyderabad.

Appendix of Evidence
List of Witnesses examined

On behalf of the workman—Nil.

On behalf of the management—Nil.

List of Documents Marked

For Workman :

- Ex. W-2 21-8-82 Explanation dt. 24-9-73 to the charge sheet (Ex. M-1) as submitted by the petitioner.

For Management :

- Ex. M-1 5-7-82 Charge sheet vide Lr. Staff/con 103 dt. 24th Oct. 1982.

- Ext. M-2—do—Enquiry Report.

K. SUBBA RAO, Chairman
Addl. Industrial Tribunal
A. P. Hyderabad
[No. L-12012(17)/77-D.II(A)(Pt.)]

S.O. 3967.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the management of Reserve Bank of India, Nagpur and their workmen which was received by the Central Government on the 8th November, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri M. A. Deshpande, Presiding Officer.

Reference No. CGIT-2/13 of 1981

PARTIES :

EMPLOYERS IN RELATION TO THE MANAGEMENT OF RESERVE BANK OF INDIA

AND

THEIR WORKMEN

APPEARANCES :

For the employers—Shri N. V. Sundaram, Legal Adviser.
2. Shri M. A. Batki, Asstt. Legal Adviser.

For the workmen—Sri L. K. Pande, President, Reserve Bank Workers' Organisation, Bombay.

INDUSTRY : Banking **STATE :** Maharashtra
Bombay, the 16th October, 1982

AWARD

(Dictated in the Open Court)

By their order No. L-12012/171/80-D.II.A dated 30-7-1981 the Central Government has referred the following dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947:—

"Whether the action of the management of Reserve Bank of India, Nagpur in imposing the punishment upon Sri A. S. Jain, Coin/Notes Examiner Gr. II by way of reduction in his substantive pay by one stage for a period of one year with effect from 20-4-1979 is justified? If not, to what relief is the workman concerned entitled?"

2. It seems that on the allegation that the concerned Coin/Notes Examiner was guilty of certain misconduct as alleged, a charge sheet was served on him and enquiry was held during which enquiry because the charges were admitted by the concerned workman, the Enquiry Officer concluded that Sri A. S. Jain had been negligent in the performance of his duties and therefore held that the charge of negligence as set out in the memorandum was duly established, on the strength of which during the competent authority after accepting that finding, passed the order that the dues of justice will be met if the substantive pay is reduced by two stages for a period of one year, which order as is evident has given rise to the present dispute.

3. Now patently it was an individual dispute and therefore unless the same is found to have been converted into an industrial dispute as defined under section 2(b) of the Industrial Disputes Act, the reference would not be valid. For the said purpose the contention of the Union namely the Reserve Bank Employees Association, Nagpur, who has espoused the cause of the workman is that by a resolution dated 11-7-1979, the Managing Committee of the Reserve Bank Employees Association resolved to move in the matter and to espouse the dispute which accordingly was espoused, the dispute of the workman is involving the question of interest affecting the workmen as a class and therefore since that Union is functioning in the office concerned namely the Reserve Bank of India, Nagpur, and since the workman is a member of the said Union, by virtue of the espousal of the cause by the registered trade union, the dispute now has assumed the character of an industrial dispute and therefore the reference becomes valid and legal.

4. To which the Reserve Bank has come out with the contention that the Reserve Bank Employees Association, Nagpur, in the first place being an unrecognised Union and secondly having no substantial following or the said cause of employees, even if the said Association has decided to espouse the cause, because of the factors already mentioned, the individual dispute can never be said to have been converted into industrial dispute so as to confer jurisdiction on this Tribunal to entertain the reference.

5. So far as the question whether it is majority or minority union or whether it is recognised or un-recognised union, that controversy shall be deemed to have been finally resolved by decision in Piadeep L. W. 1970 (1) LLJ 507, to which a reference would be shortly made and whether the recognised or unrecognised, whether majority or minority union if the cause is espoused by a trade union the individual dispute would become an industrial dispute, in which case the question to be determined would be whether such Union must be held to have a substantial following in the industry in question. Therefore the objection that the Union is unrecognised or that it does not command majority following need not detain us even for a moment and we can immediately advert to the question whether such Union before it can convert an individual dispute to an industrial dispute by espousal should have a substantial following. If such ingredient is necessary there would be force in the contention of the Reserve Bank of India, otherwise not.

6. That the Association has got following in the Reserve Bank of India at Nagpur, whether substantial or not substantial would be another question, is not much in dispute. Then there is also affidavit Ex. 13/W on record filed by Shri A. S. Jain asserting to be a continuous member of the Association establishing that the Union concerned since he is a member, commands a right to represent him. There is also an affidavit on record Ex. 14/W filed by the Secretary of the Association supporting the membership of Shri

A. S. Jain and proving the resolution dated 11-7-1979 passed by the Managing Committee of the Association authorising the Secretary and other office-bearers to raise the industrial dispute, a copy of which resolution is also on record at Ex. 101 M. Two facts therefore are established namely the concerned workman is a member of the Association and secondly that the Managing Committee of the Association has by valid resolution decided to espouse the cause and accordingly the matter reached first the Assistant Labour Commissioner who submitted his failure report and thereafter ultimately the reference has come to be made.

7. The only question then to be determined is, is it necessary for such a Union, a trade Union duly registered, before a reference can be said to be valid and legal, to establish a substantial following in the industry concerned? In this connection it may be mentioned that although all along this point was raised on behalf of the Bank from the time written statement was filed and although at various stages of the proceedings attempts were made to get a particular evidence or record to be brought on record for one reason, on the other the matter was not pursued. Even on the last date that is on 24-9-1982 when it was noticed that the Register of Trade Unions was not prepared to furnish the information viz., the certified copy of the membership of the Association for the years 1978 to 1981 as can be seen from his reply Ex. 19/w. I was prepared to issue summons to the concerned officer who in the last line of his letter had stated that the information would be produced before the Industrial Tribunal if he was called upon to do so by summons but because the representative of the Union did not want such summons to be issued, no such order could be passed. The record therefore shows, that when the Bank was all along raising the objection that the concerned Union namely the Association has insignificant following in the industry or in the Bank and when to the knowledge of the Union such evidence was available and could have been procured through the aid of the Tribunal, not only no attempt was made but when offer was made by the Tribunal it was told us that such summons need not be issued. The result is that as the record stands there is nothing to hold as to what is the nature of the following commanded by the Union in the Reserve Bank at Nagpur and this is despite an objection on behalf of the Bank that because the following of the Union is insignificant the individual dispute cannot be said to have been validly converted into an industrial dispute.

8. Now in the absence of the relevant material it was first contended on behalf of the Union that since the reference has been made by the Government on receipt of failure report of the Conciliation Officer, since the Government itself was satisfied about the existence of an industrial dispute, it may certainly contention is to be raised it would be for the Reserve Bank to establish that because the Association has no significant following in the Reserve Bank the reference is bad. In other words the Association want the onus to be cast on the Bank itself to establish the negative instead of itself producing the proof of the positive, namely proof of number of members during the relevant period of the Association. The question is whether such onus can be cast on the Reserve Bank of India to prove the negative particularly when what is their membership is a fact not known to the Bank but which must be well-known to the Union itself. Secondly it was urged that once the cause is espoused by the registered trade Union, the question "whether it commands substantial following or not" pails into insignificance which certainly would be relevant for the espousal by body of the workmen but not necessary when the e.g. a registered trade Union and such registered trade Union by resolution of the Managing Committee decided to espouse the cause. It was therefore urged that as soon as it was established that the Association is a registered trade Union and further as soon it is established that it has espoused the cause by passing a resolution before the reference no other proof is necessary and the conduct of the Union itself is sufficient to convert the individual dispute into an industrial one.

9. Under Section 2(k) of the Industrial Disputes Act we find the definition of "industrial dispute" where it means any dispute or difference between employers and employees or between employers and workmen or between workmen and workmen which is connected with the employment or non-employment or the terms of employment or with the conditions of labour of any person. In the instant case other ingredients are not material the dispute is stated to be bet-

ween the employers that is the Reserve Bank on one hand and the workmen with whose cause the Union associated itself intending to convert it into an industrial dispute between the employers and the workmen. The answer to the issue raised would be really dependant upon whether the dispute can be said to have assumed the character of an industrial dispute. In other words whether it is a primarily between the employers and the workmen and since finally it is a dispute between the employer and the workmen, it could be said to have been taken up by the workmen as such so as to bring it within the definition of Section 2(k) of the Industrial Disputes Act.

10. In Shambhu Nath Goyal Vs. Bank of Baroda (1978) 2 Supreme Court Cases page 353 it has been held that the term 'industrial dispute' connotes a real and substantial difference having some element of persistency and continuity till resolved and likely if not adjusted to endanger the industrial peace of the undertaking or the community. It is necessary to see that the dispute has assumed such a character which would disturb the industrial peace and it can be said to have assumed such character only if several number of workmen are interested in such a dispute as a class so that individual cause of the workman has been made to be their own cause by the workmen. If this test is applied, then it becomes necessary to see whether the Union which is espousing the cause commands if not majority, atleast significant number of following in the industry so that the workmen as a class could be said to be affected by the dispute to make it an industrial dispute. Unless this factor is established to the satisfaction of the Tribunal, it can never be said to be an industrial dispute or assumes such a character as to bring it under Section 2(k) of the Act.

11. Merely because the reference came to be made no presumption can arise in the matter and if the onus cannot be cast on the Bank to establish in the negative, it would be the Union which will have to establish its strength in the office of the Bank at Nagpur. Now it is well-settled law and even under the Evidence Act the provisions of which it is true are not strictly applied for determining the industrial dispute, that the onus is on that party who has to establish the positive fact and not on the party who pleads certain negative facts. We have already seen that the Bank all along was contending that the Union has no significant following in its office at Nagpur. It was therefore a negative fact which was being pleaded and when the Union wanted to dilodge the said fact for asserting the significant following being an assertion of the positive fact which is necessary to be established the burden of the proof would lie on the Union and never on the Bank. The record of the case speaks that though all along the matter was adjourned for production of this proof and though the Tribunal was prepared to send summons to the Registrar of the Trade Union whose records would have resolved the whole controversy, the Union was not prepared to accept the offer and material evidence has been shut out. In the given circumstances therefore when the onus was on the Union to prove that it has got significant number of following and since the Union has not adduced any evidence may be because it would not have helped them and since the Union itself did not produce the material evidence before me the only conclusion possible would be that there is no evidence to hold that this Union commands significant number of following in the office of the Bank at Nagpur.

12. The question then is whether even in the absence of such proof merely because the cause was espoused by the Union duly registered the same becomes industrial dispute. I was given to understand that about 11.00 Class III employees are working in the office of the Reserve Bank at Nagpur. Now so far as the Trade Union Act is concerned, under Section 4 of the Act any seven persons by following the procedure can get the trade union registered and therefore the only inference from the proof of the registration of the Union is that the Union must not have less than seven members but it cannot be beyond that and we cannot hold that it must have significant number of members.

13. I have already held that the question of majority or minority assumes no importance and as law stands even the minority Union can raise an industrial dispute but a minority Union is one thing and the Union with insignificant

number of members is another thing and therefore when a particular fact has been charged by the Bank, it becomes necessary to derive into the question and to see whether this Union commands such following for which there is no proof on record in spite of the order made by the Tribunal to issue summon and call for the records. Little was an attempt on behalf of the bank to suggest that because the resolution has not been passed by the body of the members but the managing Committee of the Union the workmen as a class cannot be said to have associated with the case in question. But in this connection my attention has been drawn to the Decision of the First Labour Court, Bombay reported in 1955(I) LLJ, page 501 where it has been held that when a dispute is taken out or espoused by a union, it is not necessary for them to prove that its members supported the individual cause by passing any resolution or by any other overt act. It was also held that there must be a presumption that when the union takes action it is as a representative of and with the support of its members and that it is for the employer to prove that the facts are otherwise and that the members of the union are not behind it in its action. No doubt it is a decision of a court having concurrent jurisdiction but since I am of the same view, I have quoted the same. When there is the resolution of the Managing Committee who commands representative character deciding to espouse the cause of the workmen concerned, members of the Union shall be deemed to have associated themselves with the said espousal and therefore no further proof on the part of the Union was necessary.

14. Finding in this manner however still leaves the main question open namely whether the Union commands significant following and whether even the absence of such significant following the espousal by the Union registered under Trade Union Act makes the dispute, admittedly an individual dispute, an industrial one. No doubt in Bombay Union of Journalists Vs The "Hind" Bombay 1961 (II), LLJ page 436 it has been laid down that the dispute could have acquired the character of an industrial dispute if it was proved that before it was referred was supported by the Union of the workmen of the employer concerned or by an appreciable number of its employees. No doubt there is no qualification as such stated for the Union but as I have already pointed out that the dispute must be such which would disturb the industrial peace so as to require intervention of the Tribunal and the adjudication. If a particular Union has insignificant following atleast there is no proof that it has significant following and when other workmen are not interested in such a dispute the main factor namely the dispute by the workmen is a clear fact to be held to be conspicuously absent and in this case the major ingredient must be held to be lacking. In Budge Budge Munshi Ali Vs Shri P. R. Mukherjee and others, 1973(I), 13 page 195, on page 198 it was held by the Lordships of the Supreme Court that the words "industrially etc" conveys the meaning to the ordinary mind that the dispute must be such as would affect large groups of workmen and employers ranged on opposite sides on some general question on which each group is bound together by a community of interests. Therefore where it is a dispute between the workmen and the employers, so as to bring it within the definition of the Industrial Disputes Act, under section 2(k) it becomes all the more necessary to see that the Union which has espoused the cause has significant following in the industry. Otherwise if it has no significant following it would be an exercise in wilderness and instead of bringing about peace may disturb it which off set it is necessary must be avoided. In Prudin Lamp Works, Patna vs Workmen of Prudin Lamp Works 1970 (I) LLJ page 507 while considering what is an industrial dispute it paragraph 8 the Lordships of the Supreme Court observed there are decisions of this Court which have laid down that espousal of a dispute before a reference is made even by a minority union having a membership of substantial number of workmen is sufficient to make such a dispute an industrial dispute. (The word "having a membership of substantial number of workmen" are underlined by me). It is therefore evident that mere espousal of the cause by a registered Union in the opinion of their Lordships of the Supreme Court was not sufficient but what was further essential was that the Union must command substantial number of workmen.

15. In view of the decisions of the highest Tribunal in this country other decisions cited by the parties including the decisions cited by the Union, the decision of the Central

Government Industrial Tribunal No. 1, Bombay or other such Courts need not be relied since what has been laid down by the Supreme Court decides the law of the country. In a case No. C.R. 195 of 1975, a reference decided by the Central Government Industrial Tribunal No. 1, Bombay a copy of which was brought on record Ex. 16/W no doubt a dispute raised by the parties to the relation was held to be an industrial dispute without the observations of the Lordships of the Supreme Court in the case already referred which are binding on all courts in the country appears to have not been brought to the notice of the Tribunal and therefore though the decision is in favour of the Union it cannot come to援引 unless there was sufficient proof to show that the Union commanded a significant number of followers. The fact is that since the Union though it was expected to it to bring sufficient material on record, failed to do so, the only inference possible is that the materials evidence that it been brought on record might have not supported its Union in question and if so held the only inference possible would be that the Union failed to establish that the Association has significant number of followers as members in the Bank at Nagpur and once we arrive at this conclusion in the light of the cause by a resolution of the Managing Committee, though it is held that by the General Body of the workmen is such is not necessary still in the absence of the material evidence no finding that it has become an industrial dispute can be noted and once this conclusion is arrived at the reference must fail.

Avoid accordingly

No order as to costs

M A DASHPANDE, Presiding Officer,
Central Govt. Industrial Tribunal No. 2, Bombay
L.O. L-12012(171)/80-DII(A)]

New Delhi the 13th November, 1982

L.O. No. 63.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government having reference to the pending award of the Central Government Industrial Tribunal, Calcutta, in the Industrial dispute between the public sector institutions to the management of United Bank of India, Calcutta and their workmen, which was received by the Central Government on the 11th November, 1982

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Reference No. 33 of 1981

PARTIES.

In so far as in relation to the management of United Bank of India,

AND
their Workmen.

RE-SENT.

Mr. T. K. S. P. Singh Presiding Officer
APPEARANCES

On behalf of Employer—Smt. Anjan Chatterjee, Assistant Chief Officer

On behalf of Workmen—Shri Sudhir Das Sharma, General Secretary of the Union.

STATE : West Bengal

INDUSTRY : Banking.

AWARD

The following award was referred to this Tribunal by the Government of India, Ministry of Labour, vide its Order No. L-12012/103/80-D-II, A dated 1st August 1981, for adjudication.

"Whether the denial of special financial benefit and compensation of Smt. Shri Dilip Kumar Mukherjee, Sambhu Nath Bordhan Chander Kant Chatterjee, Smt. Kumar Ghosh, Kashi Nath Chakraborty and Tapan Kumar Palit Stenographers attached to General Managers and Deputy General Managers of United Bank of India by the management of United Bank of India, 16, Old Court House Street Calcutta-700001 is proper and justified? If not, to what relief are the workmen entitled?"

2. From the terms of reference it is clear that the question to be determined in this case is whether the six Stenographers attached to the Senior Executives in the rank of General Manager and Deputy General Managers of the United Bank of India in short, the Bank are entitled to special financial benefit compensation. Their case is that they are entitled to it because they undertake certain additional duties involving much higher responsibilities which are confidential in nature and for which they are to undertake additional stress and strain. Those additional duties are not undertaken by the other Stenographers posted in the Head office or the Regional offices or at the branches. They are these :

- (i) Maintaining strictly confidential letters/documents, vouchers and various files thereto ;
- (ii) Undertaking all the responsibilities and functions of Personal Assistants attached to the top executives;
- (iii) Making independent draft correspondence in the matter of follow up with the Branch agents and other officers at various levels as also with the customer of the Bank on the lines indicated by their superior officers ;
- (iv) Submission of references as and when called for by the Senior Executives, day to day ticklers, appointments, engagements, etc.
- (v) Attending to telephone calls meant for concerned officer.
- (vi) Distributing all papers, notes and files after disposal to the different departments keeping proper record thereof for further reference.
- (vii) Making all arrangements connected with the tours undertaken by the superior officer.
- (viii) Undertaking public relation work with regard to important and valued customers of the bank ;
- (ix) Taking down all important messages over telephone from branches, Government departments, Customers and members of the public in the absence of his superior officer.
- (x) Attending to meetings as and when needed for taking notes of the proceedings
- (xi) Supervision of all office work of the Senior Executives in the rank of Dy. General Managers and General Managers.

It is pointed out that as per terms of the Bipartite Settlement their dues are only to take dictation in shorthand on type letters, documents etc. but being attached to the top Executives of the Bank they are required to perform the aforesaid duties which other Stenographers do not do. It is also submitted that they have to stay beyond the office hours for which overtime is not possible to get it being restricted to 60 hours yearly. It is said that the denial of the Bank to pay special financial benefit/compensations for the same is against the principles of equity, justice and good conscience and is also in violation of the spirit of the Bipartite Settlement, of the Sastri and Desai awards. It is further pointed out by way of communication that in other nationalised banks the State Bank of India, Union Bank of India, United Commercial Bank, Indian Overseas Bank, Central Bank of India and certain other nationalised banks the stenographers attached to the Senior Executives in the rank of Deputy General Manager and above are in the Officer's grade that in some other bank, namely Allahabad such Stenographers are compensated by higher special allowance termed as "confidential allowance" amounting to Rs. 100 and above by seniority basis of n.v. not being an officer. In my opinion, the six Stenographers are not entitled under any Settlement or award a special financial benefit/compensation for doing the aforesaid jobs. But I think that the management should consider their case sympathetically in future and could make arrangement to give them some relief if possible. The workmen cannot rely on Sastri award paragraph 162 at page 49 which is as below :

"It should, however, be desired, and stated that what we have provided is only a minimum and in case of

big banks and particularly in their important offices it may be proper and desirable that the incumbents in such offices should be allowed more than what we have prescribed."

They also rely on the Desai award, paragraph 5.244 which runs as under :

"I am conscious of the fact that the provisions herein made may not be adequate for Stenographers possessing higher degree of speed and accuracy in connection with their work. I have provided the minimum amounts that should be paid to persons who are employed to do the work of Stenographers by different classes of bank with opportunity to the banks to pay higher remuneration to Stenographers according to their requirements and the ability and speed to the Stenographers. No case is made out for a separate scale of pay for Stenographers and demand in this connection herewith is rejected."

On a perusal of the above, it is apparent that neither of the Awards confers any benefit upon the Stenographers more than what they say. They have left the matter in the discretion of the bank to be exercised in proper cases. It is not therefore necessary to judge the validity of the argument of the Bank which is to the effect that by clauses 5.16, 5.17 and 5.18 of the Bipartite Settlement dated 19th October, 1966 the recommendatory provisions of Sastri award in paragraph 162 and of Desai award in clauses 5.244 and 5.292 have been superseded and so they are no longer operative. It is however, a fact that the Sastri and Desai awards have been modified from time to time by the 1966 settlement and subsequent settlements. The workmen say that out of the 14 paragraphs of the Desai award dealing with special allowance only two paragraphs have been superseded. However, it is not necessary to enter into this aspect of controversy it is to be noticed that at the time of Desai award the special allowance payable to the Stenographer was Rs. 35 per month. Now that amount has been enhanced to Rs. 152 per month under the third bipartite settlement of 1979 as mentioned in Schedule II thereof. These six stenographers want further special financial benefit for the additional duties aforesaid, that is to say, they want double allowances being stenographers for putting in more work. There is nothing in the Bipartite Settlement or in any of the two awards, namely, the Sastri and Desai awards, which entitles them to double allowance. If their case is accepted it will practically create a separate and superior class of Stenographers who are attached to the General Manager and Deputy General Managers. If these high officials of the bank select their stenographers, there would be bickerings and murmurings amongst the rest of the stenographers and there will be dissatisfaction among them. Instead of promoting industrial peace it will create unrest in the industrial establishment. Everyone of the stenographers who admittedly are in large numbers (about six hundred, I am told) in this situation will try to become the stenographer of the General Manager or Deputy General Managers. A problem may arise in that situation for formulating a policy as to who should be the stenographer of the General Manager or the Dy. General Manager. The Bank submits that all the stenographers are primarily of clerical cadre, that they are supposed to do clerical works and if some clerks perform certain special duties requiring greater skill and responsibility as provided in paragraph 5.6 of the Settlement dated 19th October, 1966 over and above their normal and routine duties they get special allowance for that. It is further submitted that clause 5.9 of that very settlement says that they may be called to work even as ordinary clerks provided they are not deprived of special allowance, that the said clause permits the bank to ask a stenographer to perform ordinary duties of a clerk if nature is demanded by the exigencies of work. It is therefore argued that they cannot get double allowance for performing only stenography work. The contention is not without force. They do not become workmen of superior cadre simply because they are attached to the Senior Executives of the Bank. The management of the bank claims that the Indian Banks' Association in several letters (File. M.I. 24-2 and 24-3) has already in view that in claim in question made by the stenographers should not be agreed to since the additional duties performed by them are a part of their normal and routine duties. That view may be right or wrong. The main fact, however, is that there is no provision in the Bipartite Settlement or anywhere else

entitling the six stenographers to claim double allowance. So far as other banks are concerned, it is not known whether in similar situation any additional monetary compensation over and above the special allowance is paid. Even if in some other banks the stenographers attached to the Senior Executives are of officer's grade, there is no such case for decision before this tribunal. The claim of the six stenographers is for special financial benefit and not to make them of officer's grade. There is also no case for payment of higher scale. No case has been shown to this tribunal which any award has been passed by any industrial court for such a demand as has been made here. If they want higher special allowance, that may be a matter to be considered in the next Settlement which, I am told, may soon start to be arrived at between the parties concerned, as the third Settlement was to remain in force only for four years with effect from 1 September, 1978. The workmen submit that there will be no use in raising the matter there because as per paragraph 5.292 of the Desai award it is open to any bank to pay higher special allowance or special scale of pay. Paragraph 5.292 runs as follows :

"The special allowance hereby provided are by way of minimum. It is open to any bank to provide higher special allowance. It is also open to provide a special scale of pay and special allowance provided the total remuneration consisting of basic pay under such scale and dearness allowance is not less than what is provided by way of basic pay, special allowance and Dearness Allowance under this Award."

The argument is not impressive.

3. On a consideration of the submission raised by the parties concerned my award is that the denial by the Bank of special financial benefit/compensation to the six Stenographers D. K. Mukherjee, S. N. Bardhan, Chandra Kanta Chatterjee, Saroj Kumar Ghosh, Kashi Nath Chakraborty and Tapas Kumar Palit attached to General Manager and Deputy General Managers of the United Bank of India is proper and justified. They are not, therefore, entitled to any relief.

M. P. SINGH, Presiding Officer
(No. L-12012(103)/80-D.II(A))

Dated, Calcutta,

The 7th October, 1982.

S.O. 3969—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on the 9-11-82.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, BOMBAY

PRESENT :

Shri M. A. Deshpande, Presiding Officer.

Reference No. CGIT-2/15 of 1982

PARTIES :

Employers in relation to the Management of Bank of Maharashtra.

AND

Their Workmen.

APPARANCES :

For the Employers—Shri D. J. Bhanage, Officer.
For the workmen—Shri S. T. Sabarabudhe, Treasurer of the Union.

INDUSTRY : Banking

STATE : Maharashtra

Bombay, the 20th October, 1982

AWARD

By order No. L-12012 (180)/80-D.II (A) dated 19-2-1982 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the Bank of Maharashtra, Michi Bazar Branch, Nagpur in reverting Shri G. L. Kohad, Cashier Incharge and promoting Shri Chimoto, an employee junior to him as Cashier Incharge, is justified? If not, to what relief is Shri Kohad entitled?"

2. The dispute has arisen because Shri G.L. Kohad, the senior-most clerk serving in the Bank of Maharashtra Michi Bazar Branch, Nagpur, initially appointed to work as Cashier In charge in place of Shri V. B. Kshirsagar, who was transferred to Sholapur from the said branch, after subsequent consideration was relieved of the post and instead his junior Shri Chimoto was asked to work in that capacity. According to the Union this could not have been done and that Shri Kohad who was getting Rs 102 as special allowance has been deprived of the said emoluments against which the case of the Bank is that in pursuance of the Circular dated 5-8-1974 Shri Kohad in the post having refused to work as a second cashier when a permanent vacancy arose could not have aspired for the said post, his earlier unwillingness having created a sort of permanent bar.

3. This is the gist of the pleadings requiring no detailed reference. On the strength of the pleadings the following issues arise for decisions and my findings are :—

ISSUES

FINDINGS

- | | |
|---|---------------|
| 1. Whether the seniority on the basis of Seniority on the basis date of joining of the Branch is to be taken into account or that on the basis of joining the Bank is the criterion for the Branch determining for allotting Cashier's post ? | Yes |
| 2. Whether Shri G.L. Kohad on previous occasions on 4-6-1979 and 14-10-1979 was offered the post of Cashier ? | Yes |
| 3. Whether the said offer was turned down by Shri K. had ? | No |
| 4. Is Shri K. had estopped from coveting the post of Cashier on account of his declining of the post on the two previous occasions ? | No |
| 5. Whether the Bank establishes that the posting of Shri Kohad during the period from 5-12- 979 to 1-9-1980 was erroneously done by the Branch Manager without following the relevant principles ? | Yes |
| 6. Whether Shri Kohad is entitled to continue as Cashier even after 1-9-1980 ? | Yes |
| 7. If yes, whether the appointment of Shri Kohad in his place was illegal and in violation of the interest of Cashier-in-Charge ? | Yes |
| 8. If yes, whether Shri Kohad is entitled to daily relief ? | As per order. |
| | Reasons |
| 9. What award ? | |

4 From the evidence on record both oral and documentary it is evident that Shri Kohad after the transfer of Shri Kashisagar who left the charge on 5-12-1979 as seen from Ex. 6/W was the seniormost member of clerical cadre and as such normally could have expected to be posted as Cashier-in-Charge. It is however the contention of the Bank that because of his unwillingness to hold the post of cashier in the past, he lost the chance permanently and though initial order came to be passed erroneously when the fact came to the light on receipt of Shri Chimote's representation, the mistake earlier committed was rectified and Shri Kohad was directed to surrender the charge and to hand it over to Shri Chimote. Consequently the main question is whether to Shri Chimote. Consequently the main question is 5-8-1974 which has been cited by the management for non-suiting the claim of Shri Kohad; Clause 7 of the said circular Ex. 5/W reads as follows :—

"7. In the event of a post carrying allowance falling vacant the next eligible senior person in that cadre shall be asked to do the job in case he refused the next eligible senior and so on will be asked to do the job. The order/instructions in this behalf shall be given in writing. In case all the eligible senior persons (in order of seniority) refused to do the job (which refusal) shall be recorded in writing) eligible senior-most person shall have to do the job and he shall be issued an order to that effect."

5. From the plain reading of the clause 7 it is evident that it speaks of obtaining of the consent on every occasion whenever a vacancy occurs. Now had this circular been in the manner in which the management wants me to construe it, when once there is a refusal, on the next occasion there would be no need to consult such a unwilling clerk but the choice would fall on the next clerk in the serial order. However as admitted by Shri Modak M.W. 2 there was a practice of obtaining willingness or otherwise on every occasion of a vacancy. If therefore the practice is as stated, it goes contrary to the meaning tried to be attached to Clause 7 and therefore the meaning of Clause 7 would be that there cannot be any permanent or limited bar but even if there is unwillingness to any posting, when the next occasion arises the willingness has to be obtained and if willing, the post will have to be given to the senior-most clerk in the order. There cannot be any other meaning. May be that because of short term vacancies the Bank might have found it difficult to post somebody in the place or the clerks might be unwilling to hold the post for a limited period but that difficulty cannot be solved by resorting to clause 7. The Bank will have to lay specific guidelines and impress upon the members of the clerical staff that any unwillingness to hold the charge of a post even for a limited period may affect the right of such incumbent either permanently or temporarily, to covet the post of Cashier-in-Charge which post carries substantial allowance. Unless that is done the circular dated 5-8-1974 cannot be the answer to the relief sought by Shri Kohad.

6. Shri V. V. Joshi who then the Branch Manager of the Mirchi Bazar had himself offered the post to Shri Kohad as is evident from his letter Ex. 6/W dated 5-12-1979 and this was done by him not on his own but in pursuance of the instructions from the Divisional Manager. A particular superior officer may have no knowledge of the unwillingness of a particular employee to work as second cashier in the past but such would not be the case with the Branch Manager in whose presence such unwillingness must have been noted and therefore if to the knowledge of the Branch Manager, there was such ban arising out of any unwillingness in the past, the Branch Manager atleast would not have allowed the fact to go un-reported to the superior office. The explanation tried to be given that the posting was erroneous made by the Branch Manager in my view cannot be accepted. Knowing full well that Shri Kohad had in the past declined to accept the post of second cashier, the post which fell vacancy on transfer of Shri Kashisagar was offered to him and was duly accepted. On this occasion there was no unwillingness on the part of Shri Kohad and if the circular dated 5-8-1974 that not created any such bar Shri Kohad who was the senior most member of the clerical staff could not have been deprived of the said post. Whether there existed a ban or not can be also judged from the letter dated 27-5-1980 which was the letter written by the Agent to the Divisional Manager after the representation of Shri Chimote was received. In this letter also the Agent 969 G of I/82-10

who had listed the clerks according to the seniority in paragraph 5 had indicated in the following words :—

"In this respect we have to inform you that except Shri Chokhande and Shri Bajira all have refused to work in Cash. This can be verified from copy of our office order already submitted to your perusal vide our letter No. AB22/VD/ST/80/881 dated May 16, 1980."

Now if Shri Chimote was also guilty of the same conduct namely refusal to accept the Cashier's post in the past, and if the Bank's interpretation of the circular dated 5-8-1974 is to be accepted, it would mean that Shri Chimote could not also be appointed as Cashier-in-Charge because of his earlier refusal, being guilty of the same conduct for which Shri Kohad is being tried to be punished. No exception could have been made in the case of Shri Chimote and the very fact that in spite of refusal in the past, the Bank agreed to appoint Shri Chimote as Cashier-in-Charge supports the case not of the Bank but that of the Union and if held accordingly, Shri Kohad who was at serial No. 1 must get the said post and the only conclusion possible would be that he has been wrongly relieved of the said post though according to the Bank's circular itself he had a right to continue to hold the Cashier-in-Charge post till he was transferred from the said branch and thereby lost the seniority.

7. Once it is held that on 1-9-1980 Shri Kohad was entitled to continue as Cashier Incharge and thus eligible to draw the special allowance of Rs. 102 per month, and further ones, it is held that as he was deprived of the post wrongly the only relief to which he would be entitled would be to get the Cashier-in-Charge special allowance from 1-9-1980 till the end of 1981, in the month of January, 1982 he having been promoted as an officer in the officer cadre whereby he being not eligible to special allowance Dues at the rate stated shall be calculated and the Bank shall pay them to the concerned incumbent.

Award accordingly.

No order as to costs.

M. A. DESHPANDE, Presiding Officer

[No 1-12012 (180)/81-D.II (A)]

S.O. 3970.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, (M.P.) in the industrial dispute between the employers in relation to the management of State Bank of India, Bhopal and their workmen, which was received by the Central Government on the 9-11-82.

BFFORE JUSTICE SHRI S. R. VYAS (REGD) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT, I C(R) (24)/1982

PARTIES :

Employers in relation to the management of State Bank of India and their workman, Shri S. K. Dubey, represented through the State Bank of India Union, 8, Basundhara, S.B.I. Colony, Jehangirabad, Bhopal (M.P.)

APPEARANCES :

For workman—Shri D. P. Tiwari.

For Management—Shri G. C. Jain, Advocate

INDUSTRY : Bank

DISTRICT : Bhopal (M.P.)

AWARD

Dated : October 29, 1982

This is a reference made by the Central Government in the Ministry of Labour for adjudication of the following dis-

pute by this Tribunal, vide Notification No. J-12012(245)/81-D.II(A) dated 16th March, 1982 :—

"Whether the action of the Management of the State Bank of India, Civil Lines, Branch Saugor, in terminating the services of Shri S. K. Dubey with effect from 5-11-1980 is justified? If not, to what relief the workman concerned is entitled?"

2. The workman, Shri S. K. Dubey, was an employee of the State Bank of India in the Civil Lines Branch Saugor. His services were terminated with effect from 5-11-1980. As, according to the workman, the termination was not justified he raised a dispute which has resulted in the present reference.

3. After notices of the reference were issued to both the parties the workman filed statement of claim on 8-7-1982 but on the adjourned date i.e. 24-8-1982 it was reported on behalf of the management that the dispute is likely to be settled amicably. After one adjournment both the parties submitted an application on 20-10-1982 for recording the settlement mentioned in the application. According to the terms of the settlement the workman is to be reinstated on the condition of payment of back wages after the management ascertains that he was not gainfully employed anywhere during the material period. The settlement further provides that the workman will be allowed to continue in Bank's service in temporary capacity and will have an opportunity to appear at the test/interview for permanent absorption in the Bank's services. Lastly, it is settled that if the workman fails to qualify at such a test/interview the services may be terminated in the manner provided by the Industrial Disputes Act.

4. Both the parties were heard on his application and they admitted that such a settlement has been arrived at voluntarily and to the satisfaction of both the parties.

5. The settlement appears to be reasonable and fair and since both the parties have agreed to settle the dispute on these reasonable and fair terms I find no reason as to why the same should not be accepted and an award given in terms thereof.

6. Accordingly as prayed for by both the parties the following award is given :—

"Shri S. K. Dubey is to be industrial in the category in which he was working before retrenchment (i.e. as Temporary Part Time Messenger-cum-Farrash-cum-waterman on half pay). Further back wages should also be paid to Shri Dubey after ascertaining that he was not gainfully employed anywhere during the material period. Shri Dubey may also be allowed to continue in the Bank's service in temporary capacity. He may then be given an opportunity to appear at the test/interview for permanent absorption in the Bank. However, if he fails to qualify, his service may be terminated in the manner as prescribed under the Industrial Disputes Act 1947 under advice to us."

As agreed to between the parties each party shall bear its own costs as incurred in these proceedings.

S. R. VYAS, Presiding Officer

[No. L-12012(245)/81-D.II(A)]

S.O. 3971.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Jabalpur (M.P.), in the industrial dispute between the employees in relation to the management of Kshetriya Gramin Bank, Hoshangabad, Head Office Mangalwara, Hoshangabad (M.P.) and their workman, which was received by the Central Government on the 9-11-82.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

CASE NO. CGIT/LC(R)(28)/1982.

PARTIES :

Employers in relation to the management of Kshetriya Gramin Bank, Hoshangabad, Head Office Mangalwara, Hoshangabad (M.P.) and their workman Shri Padam Kumar Singhai, Clerk/Cashier represented by The General Secretary, Kshetriya Gramin Bank Hoshangabad Employees Association, Mangalwara, Hoshangabad (M.P.).

APPEARANCES :

For workman.—Shri L. M. Malhotra, Advocate.

For Bank.—Shri M. K. Joshi, Manager.

INDUSTRY : Bank DISTRICT : Hoshangabad (M.P.)

AWARD

Hoshangabad, the 30th October, 1982

The Government of India vide Labour Ministry's Order No. L-12012(243)/81-D. II(A), dated 3-4-1982 have referred the following dispute to this Tribunal for an adjudication under Clause D of Sub-Section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947).

"Whether the action of the management of the Kshetriya Gramin Bank, Hoshangabad in terminating the services of Shri Padam Kumar Singhai, Clerk/Cashier with effect from 15-12-1980 is justified? If not, to what relief is the workman concerned entitled?"

2. After the said order of reference was received both the parties were noticed to file their statements, rejoinder and documents. Statements have been filed by both the parties. Rejoinder has been filed by the Bank.

3. The claim of the workman is as follows :—

The workman was employed as Clerk/Cashier in the Kshetriya Gramin Bank, Hoshangabad (hereinafter referred to as the Bank) by an order dated 15-11-1976. The workman is a member of the Bank Employees Association. By an order passed on 29-9-1980, the workman was served with a notice. Thereafter he was suspended by an order dated 23-9-1980 which was followed by an order dated 17-11-1980 by which punishment was proposed to him. Lastly by an order dated 15-12-1980 his services were terminated. The workman represented against this order and according to the relevant rules and preferred an appeal also but the same was rejected by an order dated 1-8-1981.

4. The aforesaid order of termination is challenged by the workman on the grounds that he has been punished for some acts committed by another workman; that the person who was at fault has been prosecuted in a criminal court; that before passing the termination order neither any charge-sheet nor there was any domestic enquiry nor he was given any opportunity to defend himself nor any evidence was recorded against him which could have been subjected to cross-examination by him and that the manner in which the grounds on which the termination order was passed were illegal, void and not according to law.

5. The workman further alleged that the rules governing the Bank were not at all followed and complied with before the said order of termination was passed. The workman accordingly prays that the said order of termination should be set aside after declaring it as illegal, void and inoperative.

6. The workman has filed copies of certain documents in support of his statement of claim.

The Bank in the statement of claim has contended as under :—

The reference is not maintainable as the dispute has been raised by an unrecognised union; that the Union of India, the sponsoring Bank, namely the Central Bank of India and the Reserve Bank of India should have been made parties; that bye-laws of the Bank authorised the Associations to raise a dispute on behalf of the employee; that the appeal filed by the workman is still pending, consequently no Industrial Dispute subsists, that the workman has filed a civil suit which is still pending and for this reason the adjudication proceedings should be stayed and that on these legal grounds the reference is not maintainable.

7. On merits the contention of the Bank is that due to gross negligence of the workman there was a loss of Rs. 9900; that for this loss by theft, the workman has been liable; that he has been punished for his gross negligence; that the workman was given proper opportunity to explain the loss resulting from his negligence; that the incident of loss due to the gross negligence of the workman was proved beyond doubt; that no enquiry was held and no evidence was recorded because the workman never expressed any desire for any domestic enquiry; that under the rules he was first suspended and then dealt with according to the rules and that the order of termination of service was fully justified both on facts as well as in law.

8. In the rejoinder filed by the Bank the same pleas have been raised which were raised in the statement of claim.

On the aforesaid pleadings of the parties, the following issues were framed :—

On the aforesaid pleadings of the parties, the following issues were framed :—

(1) (a) Whether the termination of the services Shri Padam Kumar Singhal, Clerk/Cashier of the Kshetriya Gramin Bank, Hoshangabad with effect from 15-12-1980 by the management was justified.

(b) If not, to what relief the workman is entitled to ?

9. My findings on the aforesaid issue, are as under :—

Issue No. I(a).—The termination of the services of Shri Padam Kumar Singhal was not justified.

Issue No. I(b).—The workman Shri Padam Kumar Singhal is entitled to re-instatement from the date of his termination with all consequential benefits.

REASONS FOR THE AFORESAID FINDINGS

In this case 19-10-1982 was fixed for evidence for both the parties. On that date the workman examined himself and closed the evidence. Though on this date the management's representative was present but he did not cross-examine the workman. The workman also examined W.W. 2, Shri R. C. Chaube who was cross-examined by the Bank's representative. On the same date, the Bank's representative stated that the Bank does not want to lead any oral evidence. Evidence of both the parties was thus closed. The case was then adjourned to 25-10-1982 for final arguments. On this date adjournment was granted on the telegraphic request of the management and 29-10-1982 was, fixed for final arguments. On 29-10-1982 none was present for the management and the workman was represented by his Counsel who was heard. It would thus appear that the Bank's management has neither lead any oral evidence nor tendered in evidence and proved the documents referred to in the statement. Oral evidence given by the workman and the documents proved by him is thus the only material on which this reference has to be answered.

11. Before discussing the oral evidence given by the workman reference to the documentary evidence relied upon by the workman may be made.

12. Ex. W/1, dated 29-9-1980 is a letter addressed to the workman by which the Chairman of the Bank informed the workman that on 26-9-1980 a sum of Rs. 9900 had been lost from the Salamatpur Branch when the charge of the branch was with him; that this loss was due to his negligence for which he is liable for disciplinary action and that he

should submit his explanation within 3 days. The workman replied to this notice and denied that it was not due his negligence; that he had made prompt report to the police and that no action is called for. This reply was submitted by the workman on 7-10-1980 but before receiving this reply the Bank vide Ex. W/4/80 informed the workman that since no reply was received from him it has been assumed that the amount Rs. 9900 was defalcated on 26-9-1980. He was also called upon to deposit this amount immediately failing which necessary action was to follow. The workman replied to this letter vide Ex. W/5 and stated that vide Ex. W/3 he had sought time till 6-10-1980 to reply but before that the letter Ex. W/4 has been addressed to him on 4-10-1980.

13. Thereafter vide Ex. W/6 the Bank suspended the workman because of his failure to deposit the amount of Rs. 9900 as directed by Ex. W/4. The Bank again addressed Ex. W/7 dated 17-11-1980 in which the workman was again treated as liable for the loss. Vide Ex. W/8 the workman replied to W/7 but vide Ex. W/9 dated 15-12-1980 the Chairman of the Bank dismissed the workman by the impugned order.

14. As already stated above no oral evidence has been given by the management. The documents referred to in the statement are only copies but for the proof of which no witness has been examined.

15. The important question which now arises on the aforesaid evidence is whether the termination order passed by the management can or can not be said to be in accordance with law, principles of natural justice and based on proved facts of this case. The answer is that the order of termination of services is neither in accordance with law and principle of natural justice nor is based on proved facts of this case.

16. In this case it appears to be an admitted fact that from the Branch where the workman was employed as a Clerk/Cashier a sum of Rs. 9900 was lost either on account of any theft being committed by someone or due to the negligence, carelessness and dereliction of duties either by the workman himself or by any other workman employed in the branch. It, according to the management of the bank the theft and/or the loss of this amount was due to any act of omission or commission on the part of this workman only then the management should have issued a charge-sheet and recorded evidence in support of the charge-sheet. Further an opportunity should have been to the workman to give his own statement and evidence in his defence. This admission as not done. The management of the bank by the aforesaid letters proceeded on the assumption and predetermination that this workman, and this workman alone, was guilty for the aforesaid loss of Rs. 9900. The procedure followed by the Bank's management was thus in clear violation of the principles of natural justice and provisions of law.

17. The bye-laws of the Bank, even if any, do not justify the procedure followed in this case. When the workman had denied the charge and had raised a defence in support of his innocence it was obligatory for the management to hold a domestic enquiry and to give a reasonable opportunity to the workman to prove his defence. It appears that the Bank from the very beginning had pre-judged the question of the responsibility of the loss of the said amount of Rs. 9900 and made the workman liable only because he was on the relevant date posted as Clerk/Cashier. Such assumption and predetermination was neither justified either on facts or in law.

18. In case the workman had, in clear terms, admitted the loss to something done or omitted to be done by him, and him only, then the management could have been justified in holding the workman guilty for the loss of Rs. 9900 as also liable for making up the loss. The management could not proceed on the assumption about the guilt of the workman and award the punishment of termination of services which has been done in this case.

19. Accordingly I am clearly of the view that the order of termination of services of the workman on 15-12-1980 is bad both on facts as well as in law for the reasons already stated above. The Bank's management is still free to hold

proper enquiry against the workman and then decide the punishment in case he found guilty. Issue No. 1(a) is accordingly answered against the management.

20. Issue No. 1(b).—In view of the aforesaid findings on issue no. 1(a) the workman is entitled to the relief as per award given below.—

AWARD

Accordingly for the reason given above the order dated 15-12-1980 passed by the management of the Kshetriya Gramin Bank in terminating the services of Shri Padam Kumar Singhai, Clerk/Cashier with effect from 15-12-1980 is not justified and is hereby set aside on the grounds stated earlier. The management of the said bank is directed to re-instate the workman Shri Padam Kumar Singhai on the post of Clerk/Cashier and pay him all the wages and other allowances admissible to that post from 15-12-1980. The management shall however be free to hold a proper enquiry against the workman on such charges as the management may deem proper and pass such order as the merits of the enquiry may justify. In the circumstances of the case both the parties shall bear their own costs as incurred by them in these proceedings.

S. R. VYAS, Presiding Officer
[No. L-12012(239)/81-D. II (A)]
A. K. SAHA MANDAI, Desk Officer

New Delhi, the 12th November, 1982

S.O. 3972.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the Food Corporation of India, Tadepalligudem, W.G. District (Andhra Pradesh), and their workmen, which was received by the Central Government on the 8th November, 1982.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT :

Sri S. V. Ramana Reddy, B.A., LL.B., Industrial Tribunal (Central).

Industrial Dispute No. 21 of 1981

BETWEEN

Workers of F.C.I. Tadepalligudem ... Workmen

AND

The Management of F.C.I., Tadepalligudem. Management This case coming for final hearing before me today in the presence of Sri B. V. Sesha Reddy, Advocate for the Management and none appeared for the Workmen and having stood for consideration, this Tribunal passed the following :

AWARD

In exercise of the powers conferred by Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947, by an Order No. I-42012(26), 70-D.II(B), dt. 21-2-1981, the Central Government referred the following industrial dispute existing between the Employers of the F.C.I., Tadepalligudem and their workmen for adjudication to this Industrial Tribunal

"Whether the action of the management of Food Corporation of India, Tadepalligudem (E.G. District) in terminating the services of the following workmen without following the provisions of Section 25F of the Industrial Disputes Act, 1947 is justified? If not to what relief are the workmen entitled?

1. Smt. C. H. Anamma, 2. Smt. B. M. Samprerna, 3. Smt. U. Easteramma, 4. Smt. J. Venkyamma."

2. After registering the case, notices were ordered to the Management and the Workers on 1-9-1981 fixing the date of first hearing on 25-9-1981. By that date the workers 1 to 3 and the management were served with the notices, while the notice sent to the fourth worker returned with the postal endorsement "no such addressee. Hence returned to the sender". The second worker namely, W. Easteramma sent her claims statement on 17-9-1981 through post. From 25-9-1981 the

case was adjourned to 24-10-1981 ordering again notice to workers Nos. 1 to 3 and directing the Management to furnish the correct addresses of worker No. 4. By 24-10-1981 the claims statement of worker Nos. 1 and 3 also were received through post. On that day i.e., 24-10-1981 the correct address of worker No. 4 was furnished by the Management and thereupon a fresh notice to worker No. 4 was ordered to 13-11-1981. By 13-11-1981 the notice issued to worker No. 4 was returned with the postal endorsement 'left-whereabouts not known'. Since the worker No. 4 could not be served even on the second occasion and the notice was returned with the endorsement that the party left and her whereabouts not known, no further notice was ordered to her. The case was adjourned to 7-12-1981 ordering notice to the Management. On that date, the Advocate namely B. V. Sesha Reddy undertook to appear for the Management. Accordingly he filed his vakalat for the Management on the adjourned date namely 31-12-1981. The Management after taking one more adjournment, filed its counter on 25-1-1982. Thereupon this Tribunal posted the case for enquiry to 12-2-1982 ordering notice of enquiry to worker Nos. 1 to 3, who filed their claims statements. By 12-2-1982 worker No. 2 alone was served. Since the acknowledgement for service of notices of worker Nos. 1 and 3 are not returned, the case was adjourned to 19-2-1982 to await their acknowledgement. By 19-2-1982 acknowledgments were received for service of notices on workers Nos. 1 and 3. However on 19-2-1982 all the three workers Nos. 1 to 3 remained absent. Hence adjourning the case to 12-3-1982, this Tribunal again ordered notices to the above three workers. By 12-3-1982 all the three workers Nos. 1 to 3 were served with notices. Out of them, worker No. 1 sent a telegram requesting adjournment on the ground that she was sick. The other workers Nos. 2 and 3 remained absent on 12-3-1982. The case was again adjourned from 12-3-1982 to 5-4-1982, on which date all the workers remained absent. Again the case was adjourned to 4-5-1982, ordering notices to the workers. By 4-5-1982 the second worker was served. The notice of third worker was returned with the postal endorsement "not known". The first worker was represented on that day. Hence the case was posted for enquiry to 11-6-1982. As there was change of Presiding Officer by 11-6-1982, the case was adjourned from 11-6-1982 to 7-7-1982 and again from 7-7-1982 to 5-8-1982 awaiting powers. On 5-8-1982, by which date powers of the Presiding Officer were conferred, both parties were absent. On 5-8-1982 the case was adjourned to 27-8-1982 ordering the issue of notices to both parties. On 27-8-1982 the Advocate for the Management namely, B. V. Sesha Reddy was present. Notices were served by that date on worker Nos. 2 and 4, who remained absent on 27-8-1982 though served. The case was adjourned from 27-8-1982 to 14-9-1982 ordering fresh notices to the unserved workers Nos. 1 and 3. By 14-9-1982 the notice was served on the first worker. The notice ordered to the third worker was returned with the postal endorsement "left without instruction—Hence returned to the sender". Thereupon fresh notice was again ordered to the third worker and the case was posted to today. Today also the notice sent to third worker returned with the same postal endorsement as on the last occasion.

3. Today also all the workers are absent and the Advocate for the Management is present. So it is clear that inspite of several notices, none of the workers is appearing before this Tribunal. The third worker namely B. N. Sampurnamma to whom notices were ordered on the last three occasions is not served and the notices were being returned with the endorsement that the left without instructions. However, this worker was served originally and she also filed her claims statement. Inspite of the same, she has also not chosen to appear and participate in this enquiry. Hence it is clear that none of the workers is interested to participate in the enquiry. Therefore this industrial dispute is terminated and an award is passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 12th day of October, 1982.

Sd/-

Industrial Tribunal

APPENDIX OF EVIDENCE

NIL

Sarma/

S. V. RAMAN REDDY, Industrial Tribunal
[No. L. 42012(26)/77-D.II(B)]
[S. S. PRASHFR, Desk Officer.]

New Delhi, the 11th November, 1982

S.O. 3973.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the Industrial dispute between the employers in relation to the management of Govindpur Area No. III of Messrs Bharat Coking Coal Limited, Bilbera House, Post Office Sonardih, District Dhanbad and their workmen, which was received by the Central Government on the 6th November, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) DHANBAD

PRESENT

Shri J. P. Singh, Presiding Officer.

Reference No. 42/82.

In the matter of an industrial dispute under S. 10(1)(d) of the I. D. Act, 1947.

PARTIES :

Employers in relation to the management of Govindpur Area No. III of Messrs Bharat Coking Coal Limited, Bilbera House, Post Office Sonardih, District Dhanbad.

AND

Their workmen.

APPEARANCES :

On behalf of the employers : Shri B. Joshi, Advocate.

On behalf of the workmen : Shri D. Mukherjee, Advocate.
STATE : Bihar.

INDSTRY : Coal.

CAMP : Patna, Dated 30th October, 1982.

AWARD

This is a reference under Section 10 of the I. D. Act, 1947. The Central Government by its order No. L. 20012(433)/81-D. III(A) dated 23rd April, 1982 has referred this dispute to this Tribunal for adjudication on the following terms :

'THE SCHEDULE

"Whether the demand of the workmen of Bharat Coking Coal Limited, Area No. III, Bilbera House, Post Office Sonardih, District Dhanbad that Sarvashri G. K. Jha, D. K. Mitra, Wakil Ram and S. C. Bhatia, Grade-II clerks should be promoted and paid difference of wages as Grade-I clerks with effect from the 16th August, 1977 is justified? If so, to what relief are the workmen concerned entitled?"

2. The facts leading to this reference are not indisputable. These 4 concerned workmen were Grade II clerks of Area No. III of Messrs Bharat Coking Coal Limited. To fill up vacancies a departmental Promotion Committee was constituted in which the case of these concerned workmen for promotion to grade I was considered, and after due recommendation these concerned workmen were promoted to grade I, as per office order No. GM/April/PD/77/9393 dated 11th August, 1977. The promotion order was duly communicated to the concerned workmen and others in the list of the aforesaid promotion order and they all joined their respective posts. Thereafter objection was raised by the BCCL Staff Co-

ordination which is an union of staff. Some other staff of the colliery also raised objection. Their main objection was that the Departmental Promotion Committee on considering the cases of the candidates made selection on the basis of seniority discipline-wise instead of seniority according to their seniority in the area. An Industrial dispute was raised by the aforesaid Staff Coordination Committee in which there was a settlement between the management and the Staff Co-ordination Committee. According to the settlement the promotion order aforesaid was kept in abeyance and a new Departmental Promotion Committee was to be constituted to consider the matter of promotion as on the principle contained in the promotion policy of the BCCL. According to the promotion policy promotion from clerical grade III to clerical grade II have to be made on the basis of seniority colliery-wise. But for all other promotions for higher rank, i.e. from grade II to grade I, grade I to special grade, etc. have to be done area-wise or headquarter-wise. The promotion policy was already in existence at the time when the Departmental Promotion Committee considered the promotion of the candidates including the concerned workmen. The Departmental Promotion Committee, however did not consider the seniority area-wise but, discipline-wise. The management considered it to be a mistake and as a result of the settlement between the Staff Co-ordination Committee and the management cancelled the aforesaid promotion order. Some of the workmen affected by this cancellation raised an industrial dispute resulting into a reference No. 9 of 1980 before the Central Government Industrial Tribunal (No. 3) Dhanbad. An award was passed in favour of the workmen and in terms of the award the promotion of the workmen by virtue of the G. M.'s order No. GM/April/PD/77/9393 dated 11-8-77 was upheld. The management accepted the award and the workmen of that reference received their grade in terms of the promotion order and also their back-wages. These concerned workmen after the implementation of the award approached the management for consideration of their case in the spirit of the award. Their demand was not conceded and therefore an industrial dispute was raised by the workmen through their union. This has led to the present reference.

3. The stand of the management is mainly based on the award of the Central Govt. Industrial Tribunal (No. 3) Dhanbad in Reference Case No. 9/80. A copy of the award is Ext. W.2. According to the workmen the management cannot be justified in adopting a discriminating attitude between these concerned workmen and those who have been benefited under the award, because the workmen under the award and these concerned workmen have the right of promotion under the G. M. letter No. GM/April/PD/77/9393 dated 11-8-77, Fxt. W.1. The attempt of the management in this case is to show that all the materials as have been given in this case were unfortunately not placed on behalf of the management in Ref. Case No. 9/80 before the CGIT No. 3, Dhanbad and as a result the learned Tribunal had passed an erroneous award. It has also been urged that consequent upon the cancellation of the order of promotion as contained in the G. M. letter, Ext. W.1 a new Departmental Promotion Committee was constituted which considered the cases of the candidates on the basis of the promotion policy and on the basis of the recommendation of this new Departmental Promotion Committee, promotions have already been effected. The management have accordingly filled up all the vacancies and so if the concerned workmen succeed in this case, the management will be hard put to provide them in proper position. We shall presently examine the evidence in the light of the above stand taken.

4. On behalf of the management only one witness Shri N. K. P. Sinha, MW-1 has been examined. He has been Personnel Manager in Bhowra Area since 16th June, 1979. He was in Area No. III i.e. in Govindpur Area from January, 1977 to 15th June, 1979 as Personnel Manager. He was therefore the head of the department of Personnel side directly attached to the General Manager. He has proved the D. P. C. report dated 10-8-77 and this has been marked Ext. M1. In fact the report is in his pen and other members of the D. P. C. also signed this report MW-1 has said that at the time when the Departmental Promotion Committee sat for consideration of the promotion question from grade II to grade I there was no seniority list available. The committee therefore considered discipline-wise seniority while recommending the promotion. The disciplines were technical sale, Time-keeping section, Accounts section, Bill section, P. F. and bonus section, Store and Purchase section

Personnel administration, and Regional stores. He has said that Ext. M1 contains the names of all persons who were recommended for promotion. He has further said that Ext. W-1 is a letter which was issued on the basis of D. P. C. recommendation, Ext. M1. The witness has said that after the promotion order was issued, there was a wave of resentment and demonstration before him in his chamber. He has proved Ext. M2 which is a representation dated 17-8-77 signed by Shri R. N. Singh, Secretary Staff Co-ordination Committee. Apart from that individual workmen of different collieries made joint representation and Ext. M3 is one of the same. The Staff Co-ordination Committee raised an industrial dispute and served a strike notice. The letter to the ALC(C) Dhanbad is Ext. M4, and the demand notice is Ext. M5. Thereafter there was a settlement between the management and the Staff Co-ordination Committee which is Ext. M6. A copy of the settlement was forwarded to all concerned authorities under a forwarding letter, Ext. M7. His evidence is that in view of the dispute the promotion which was given by Ext. W-1 was kept in abeyance. The letter concerning this is Ext. M8. A cadre scheme containing the rules of promotion in respect of ministerial staff is Ext. M9. In compliance with that cadre scheme a seniority list was prepared in respect of all the clerks of grade II in the entire area. This seniority list is Ext. M10. This list was prepared and checked up by MW-1 himself, and it was circulated to all the staff concerned through their respective colliery management. After this list was prepared a second Departmental Promotion Committee was constituted and from this list S1 No. 1 to S1. Nos. 56 were recommended for promotion. The report of the 2nd D. P. C. is Ext. M11. The office order promoting 56 persons on the basis of the D. P. C. report is Ext. M12. The evidence of this witness is that this promotion order was given effect to in supersession of the promotion order given under Ext. W-1. The witness has said that the promotion given on the basis of Ext. W-1 did not come into effect as it was kept in abeyance. MW-1 was a member of both the Departmental Promotion Committee and he claims to have examined the cases from all points of view. His evidence is that in his opinion the promotion based on Ext. W-1 could not be justified and promotion under Ext. M12 is justified.

5. On behalf of the workmen only one witness Shri Gopal Krishna Jha, WW-1 has been examined, and the main document is a promotion order, Ext. W-1. He has said that on the basis of Ext. W-1 the concerned workman and others started working as grade I clerks. But even after the promotion they got the pay of grade II clerks for which they protested to the Area office. They were told that the promotion order had been cancelled although they have not received any order of cancellation of the promotion order. No show cause was invited from them and no reason was assigned for cancellation of the promotion order. The witness has said that Shri H. N. Kapoor and Shri P. K. Ghosh were also promoted on 16-8-77 from Grade I to Special Grade. Their promotion order was also cancelled. They and their union, i. e. Bihar Colliery Kamgarh Union raised an industrial dispute and the reference was decided by the Central Government Industrial Tribunal No. 3, Dhanbad. Under the award the order of promotion was upheld and the management implemented that award. The award is Ext. W-2. In that case also the workmen were represented by Bihar Colliery Kamgarh Union.

6. The above is all the oral and documentary evidence exist in this case. In discussing the award Shri B. Joshi, Advocate for the management has argued that the learned Tribunal based the award under the impression that there was no promotion policy and seniority list of the area. According to him the documents have been filed in this court in order to show that the first Departmental Promotion Committee ignored the cadre scheme in making recommendation for promotion as shown by Ext. W-1. In this connection we have to look to the evidence of MW-1. He has admitted as Personnel Manager of that area that the promotion policy or cadre scheme was available in his office, but no seniority list was prepared by then. In fact prior to the cadre scheme the promotions used to be made without any reference to the Departmental Promotion Committee. Such a committee originated under the cadre scheme itself. So when the 56 vacancies in the area had to be filled up by promotion,

the concept of D. P. C. as envisaged in the cadre scheme was brought into play for consideration of promotion over the vacant posts. What MW-1 has meant to say is that the D. P. C. considered the cases of the candidates according to discipline-wise seniority for the simple reason that an area-wise seniority list was not in existence. The management means to say that this action of the D. P. C. was erroneous because many other candidates who were entitled to be promoted could not be promoted. According to the workmen, the cadre scheme was brought into existence by the management as a rule of guidance for the authorities entrusted with the job of effecting promotions. The Departmental Promotion Committee is a recommending body while the promotions have to be made by the General Manager as administrative head. In this case the General Manager made the effective order of promotion under Ext. W-1. What is meant to be said is that if the D. P. C. made a mistake in following the procedure for selection of candidates, the same could be rectified by administrative authority before passing an order of promotion. It was open to the General Manager to point out the mistake if any, and wait for a fresh recommendation. But this was not done, and the administrative order of promotion as shown by Ext. W-1, was made effective. According to the workmen they joined in their respective posts and after a week the Staff Co-ordination Committee raised their objection. According to him the management now cannot be heard to say that the promotion order was not made effective. It has been shown that there is a lot of gap of time between the promotion order and keeping the promotion order in abeyance. In substance the argument is that once a order is passed and it is made effective, it will be wrong on the part of the management to keep it in abeyance and to take shelter under its own wrong. Shri D. Mukherjee, Advocate for the workmen has laid a good deal of stress on this fact that management cannot take shelter under its own wrong in order to challenge the right of the workmen to reap the fruits of promotion validly passed and communicated to them, and made it effective by allowing them to join in their respective posts. There is a good deal of substance in what Shri D. Mukherjee has to say. Although no authorities have been quoted by him, but this is precisely the position of law as held by various courts. What I mean to say is that the cadre scheme has no statutory effect and it is just a rule of evidence. Such a rule can be waived either by express order or by implication. In the instant case the cadre scheme was already available in the area office as deposed by MW-1. In fact the D. P. C. is itself a creature of the cadre scheme. This Departmental Promotion Committee in absence of a comprehensive seniority list decided to waive it and based the recommendation on seniority list in various disciplines. The General Manager could accept such a recommendation or required the D. P. C. to make a fresh recommendation after making area-wise list. The General Manager accepted the recommendation and issued promotion order and the same was made effective. To me it appears to be a clear case under which the management waived area-wise seniority in making promotion order. In this way the cancellation of Ext. W-1 is hit by the principles of Waiver and Estoppel.

7. I have perused the award, Ext. W-2 and find that the learned Tribunal was influenced by the fact that the workmen had not received any notice to show cause against cancellation of the promotion order. The law was quoted by him to say that such a notice was necessary. In the instant case MW-1 has said in cross-examination that each of these workmen had been given notice of cancellation through peon book. No peon book has been produced here. So in this case also no attempt has been made to show that these concerned workmen were given any notice of keeping the promotion order in abeyance, or of cancellation of the promotion order.

8. Shri D. Mukherjee, Advocate for the workmen has also argued that since some of the workmen have been working on promoted post by virtue of the promotion order and the award, it will be highly discriminatory and unfair labour practice on the part of the management to deprive these concerned workmen their rightful promotion. It is no doubt true that the management have discriminated, and have not followed any consistent policy with these workmen. Since the award was implemented it was natural to expect.

J. P. SINGH, Presiding Officer.
[No. L-20012/433/81-D. III(A)]
A. V. S. SARMA, Desk Officer.

DELHI DEVELOPMENT AUTHORITY

PUBLIC NOTICE

शिल्पी विकास प्राधिकरण

सार्वजनिक सूचना

क्रा०आ ३९७५—कार्यालय भगवान् दिल्ली मुख्य योग्यना में निम्नलिखित संशोधन कारने का विचार कर रही है, जिसे सार्वजनिक सूचना लेने प्रकाशित किया जाना है। इन प्रस्तावित संशोधनों के संबंध में यिह किसी व्यक्ति को कोई आपत्ति या सूक्ष्म देता हो तो वे प्रपत्रे आपत्ति या सूक्ष्म दृष्ट सूचना के 30 दिन के भीतर नवचित्र, विनीति विभाग प्राधिकरण, विकास मीनार इन्ड्रप्रस्थ इन्स्टीट्यूट, नई दिल्ली के पाठ्य लिक्विड रूप में भेज दें। जो व्यक्ति अपनी आपत्ति या सूक्ष्म दृष्टि, वे ताता ताएँ एवं पूछ पता लियें।

संशोधन-

(1) "क्षेत्र डी-४ (संगद मार्ग)" के "आवासीय उपयोग" लेने विनियिष्ट क्षेत्र में से लगभग 1.62 हेक्टर (4 एकड़) क्षेत्र, जो बाल यातायात पर्क के रूप में जाता जाने वाले संशोधन क्षेत्र के पूर्व में स्थित है (जो 23.16 मी० ओरे बंगला "साहब लेन से पश्चात होता है") और अधिसूचना सं०के-12014/3/77-पू० डी० १(ए) विनांक 2 जनवरी, 1979 द्वारा अधिसूचित है और उत्तर में (यात्रा विभाग रहित 45.72 मी० ओरे) बाबा खारक सिंह मार्ग के सामने पड़ता है, का भूमि उपयोग बदलकर "राजकीय कार्यालय" (एयर इंडिया एवं आई० १० मी०) किया जाता प्रस्तावित है।"

(2) "क्षेत्र डी-४ (संगद मार्ग)" में पड़ते वाले "संचरण" (पार्किंग) लेने विनियिष्ट क्षेत्र में से लगभग 0.8 हेक्टर (0.5 एकड़) क्षेत्र जिसके उत्तर-पश्चिम में (यात्रा विभाग रहित 45.72 मी० ओरा) यादा खारक सिंह मार्ग है और पश्चिम और पश्चिम में ग्रामीण ताडों तौं, का भूमि उपयोग बदलकर वार्षिक एवं प्रदूषकात्मक गुणोंगा! (उलिं चौकी) किया जाता प्रस्तावित है।"

(3) "क्षेत्र डी-४ (संगद मार्ग)" में पड़ते वाले "संचरण" (पार्किंग) लेने विनियिष्ट क्षेत्र में से लगभग 511 वर्ग मी० (611 वर्ग फॅट) क्षेत्र जिसके सामने (यात्रा विभाग सहित 45.72 मी० ओरा) यादा खारक सिंह मार्ग है, का भूमि उपयोग बदलकर "सार्वजनिक एवं अर्थ सार्वजनिक सूचियां (प्रोटोकॉल पन) किया जाना प्रस्तावित है।"

(4) "क्षेत्र डी-१ (कनाट लेन एवं डग्का विलार) में पड़ते वाले लगभग 0.39 हें० (0.97 एकड़), क्षेत्रफल जो वनस्पति प्रणालीयम (भूखण्ड संथा 16-17) के बीच में स्थित है और (यात्रा विभाग सहित 45.72 मी० ओरे) बाबा खारक सिंह मार्ग के सामने पड़ता है, का भूमि उपयोग "संचरण" (पार्किंग) गे बदलकर "ध्यावमार्थिक" (एयोरिया) किया जाना प्रस्तावित है।"

2. इकत्र अधिक के द्वारा यातायार दो छोड़ और सभी कार्यशोल रिनो में दिं० विं० प्रां० के कार्यालय विकास मीनार, इन्ड्रप्रस्थ इन्स्टीट्यूट, नई दिल्ली में प्रस्तावित संशोधनों के लिए उपलब्ध हैं।

[संख्या एक० ३(43)/82-एम० पी०]

रु०/- नवचित्र विल्ली विकास प्राधिकरण

S.O. 3974.—The following modifications, which the Central Government proposes to make to the Master Plan for Delhi are hereby published for public information. Any person having any objection or suggestion with respect to the proposed modifications may send the objection or suggestion in writing to the Secretary, Delhi Development Authority, Vikas Minar, Indraprastha Estate, New Delhi within a period of thirty days from the date of this notice. The person making the objection or suggestion should also give his name and address.

MODIFICATIONS :

- "The land use of an area measuring about 1.62 hect. (4 acres) falling in Zone D-4 (Sansad Marg), out of the area earmarked for 'Residential' use and located in the east of Recreational area known as Children Traffic Park (segregated by 23.16 metre wide Bangla Sahib Lane and notified vide Notification No. K-12014/3/77-UDI (A) dated 2nd January, 1979) and fronting on Baba Kharak Singh Marg (45.72 metre R/W) on the North, is proposed to be changed to Government Offices" (Air India & IAC)."
- "The land use of an area measuring about 0.8 hect. (0.5 acre) falling in Zone D-4 (Sansad Marg), out of the area earmarked for 'Circulation' (Parking) and bounded by Baba Kharak Singh Marg (45.72 metre) R/W on the North-West and 'Residential' area on the South and West, is proposed to be changed to 'Public and Semi-Public facilities' (Police Post)."
- "The land use of an area measuring about 511 sq.M. (611 sq. yds.) falling in Zone D-4 (Sansad Marg), out of the area earmarked for 'Circulation' (Parking) and fronting on Baba Kharak Singh Marg (45.72 metre R/W) is proposed to be changed to 'Public and Semi-Public facilities (Petrol Pump)".
- "The land use of an area measuring about 0.39 hect. (0.97 acres) falling in Zone D-1 (Connaught Place and its extension), located between the existing emporia (plot Nos. 16-17) and fronting on Baba Kharak Singh Marg (45.72 metres R/W) is proposed to be changed from 'Circulation' (Parking) to 'Commercial' (Emporia)."

2. The plans indicating the proposed modification will be available for inspection at the office of the Authority, Vikas Minar, Indraprastha Estate, New Delhi on all working days except Saturdays, with the period referred to above.

[No. F. 3(43)/82-M.P.]

Sd/-

Secy, Delhi Development Authority,

